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The Solicitors' Journal and Reporter.

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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

SIR GEORGE YOUNG, Bart., barrister-at-law, has been appointed to succeed Mr. E. S. HOPE as Third Charity Commissioner.

THE ONLY lists for the ensuing sittings which were obtainable before going to press are the lists of actions entered for trial in the Queen's Bench Division. These number 456, as against 410 at the commencement of the Hilary Sittings.

IT IS UNDERSTOOD that, at their meeting on Monday in last week, the judges came to the conclusion that an increase in their number was urgently required, and it may now be hoped that there will be no long delay in taking the necessary steps for carrying out a reform as to which both branches of the profession and their representatives have long been pressing. The need for an additional judge has hitherto been most felt in the Chancery Division, but the approaching withdrawal of the Lord Chief Justice from the Queen's Bench Division renders additional help in that division essential.

WE COMMENTED last week upon the great injustice likely to be done to owners of licensed houses by the decision of the House of Lords in the case of *Laceby* v. *Lacon & Co.* (*ante*, p. 348). Licensing justices have already begun to follow the course which that case points out as a possible one for them. This week at the adjourned annual licensing meeting for the Kensington division of London, an applicant for a new licence for his own freehold property was shewn to be the lessee of another licensed house in the same street, some 120 yards distant. He apparently was convinced of the hopeless character of his application, and therefore when his case was being considered he offered to surrender the licence he already held if the justices would grant him the new licence he asked for. His request was granted on this condition, although the lessor of the licensed house was unrepresented at the meeting, and was apparently quite unaware of what was being done. This, however, must now, in view of the decision of the House of Lords, be considered lawful. In

fact the House of Lords has in effect repealed section 50 of the Licensing Act, 1872; for it is quite clear that, in future, a licence may be removed in fact, though not in name, from one house to another without the consent of the owner of the house from which it is removed.

It is unfortunate that the General Council of the Bar should, as appears from the annual statement recently issued, have set themselves so strongly against the proposal for having motions in the Chancery Division entered in a list. The solicitor branch of the profession have for a long time been practically unanimous that such a step was urgently required both in the interest of suitors and of solicitors. The present system is a source of uncertainty and expense, and hitherto it has not been supposed that there was anything to be said in its favour. The sub-committee of the Bar Council, however, have managed to put together six reasons for perpetuating it, and it is also stated that "there exists among the juniors in practice at the Chancery Bar a practically unanimous opinion against making any change." A perusal of the reasons, however, does not give the impression that the sub-committee had the public interest in view. Practically they amount to this, that a busy junior can attend to a number of motions in different courts more easily under the existing *régime* than he could do if business was conducted in accordance with a prearranged list, and that a suitor whose matter is urgent can always secure precedence by briefing a leader. With regard to the first reason it is hardly necessary to say anything; with regard to the latter it has been the main objection to the present state of things that a suitor is bound to incur the expense of briefing a leader in order to be sure of getting heard within a reasonable time. The advantages to be obtained by altering the system have been entirely ignored. It is to be remembered that the Incorporated Law Society have on various occasions—the last being at the special general meeting on the 29th of April, 1898—unanimously passed resolutions in favour of the listing of motions. If the Bar Council decide to persist in their opposition it will be as well to devise reasons rather more plausible than those which have now been put forward.

The Court of Arches, it is well known, is so called from the phrase *de arcubus* occurring in the Latin name of the church—St. Mary-le-Bow—in which its sittings were formerly held, and the Dean of Arches derives his title in the same manner. "The Dean of Arches," it is said, "was the judge of the Court of Arches, so called of Bow Church in London, by reason of the steeple thereof raised at the top with stone pillars in fashion like a bow bent archwise; in which church this court was ever wont to be held, being the chief and most ancient court and consistory of the Archbishop of Canterbury, which parish of Bow, together with twelve others in London, whereof Bow is the chief, were within the peculiar jurisdiction of the said archbishop in spiritual causes, and exempted out of the Bishop of London's jurisdiction" (Gedolph, quoted in Phil. Ecc. Law I., p. 214). Thus, originally the Dean of Arches, with his jurisdiction over thirteen peculiar parishes, was distinct from the official principal of the archbishop, who was the archbishop's judge in provincial matters generally. It seems, however, that in consequence of the frequent absences of the official principal as ambassador on the Continent, the Dean of Arches was employed as his substitute, and ultimately the two offices became blended together. But the thirteen parishes are no longer "peculiar," and in strictness there is no longer a "Dean of the Arches." The name of the court survives, but the title of the judge is "Official Principal of the Arches Court of Canterbury." The corresponding judge of the northern provincial court is the Official Principal of the Chancery Court of York. By virtue of the Public Worship Regulation Act, 1874, both these offices are united in the same person, who is appointed by the two archbishops with the approval of the Crown, and who is also the judge for the purpose of proceedings under the Act (see sections 7 and 9). By virtue of his recent appointment, accordingly, these various offices will be united in Sir Arthur Charles.

A point arose incidentally during the hearing of a recent action upon a contract before Kekewich, J., which affords a good illustration of the extent of a solicitor's well-established right to retain documents when his client's interests alone are affected by the non-production. The plaintiff had required his former solicitor to produce certain documents under a *subpœna duces tecum*. The documents had come into the solicitor's hands prior to the commencement, and not for the purposes, of the action in question. The plaintiff had changed his solicitor after the issue of the writ and about three months before trial. When called upon the *subpœna*, the solicitor appeared, and, as a witness, asked that, first of all, he should be paid his costs of appearance, amounting to £8 odd, over and above the conduct money originally tendered to him. The plaintiff paid the sum demanded, and the solicitor then objected to produce the documents on the ground that he had a lien upon them for £45, the unpaid balance of his bill of costs against the plaintiff, and that he was entitled to refuse to produce them until the same was paid. Kekewich, J., held that the solicitor was within his rights in adopting this course. The plaintiff was not prepared then and there to pay the £45, and, consequently, was unable to proceed with his case, as the documents formed an essential part of his evidence. It can scarcely be denied that, although such an exercise of the right entailed considerable hardship upon the plaintiff, the solicitor was entitled to refuse to produce the documents. The law on the subject is clear, and received its most recent exposition last year in the case of *Re Hawkes* (46 W. R. 445), before the Court of Appeal. That was a case in which it was held that a solicitor could not enforce his lien if in so doing he worked an injustice to parties other than his client. The court considered a long list of authorities on the subject, and the judgments shew clearly that a solicitor discharged by his client is entitled, as between himself and his client, to refuse to produce, even under a *subpœna duces tecum* in his client's action, documents upon which he has a lien and which have come into his hands prior to the commencement of the action and not for the purposes thereof.

The difficult question of the application of the Statutes of Limitation to the claims of a mortgagee was recently before the Court of Appeal in *Barnes* v. *Glenton*, in which the judgment of Lord Russell, C.J. (47 W. R. 13; 1898, 2 Q. B. 223), was reversed. Shortly, the facts were that in 1882 the defendants, who were trustees of a will, borrowed a sum of money from the plaintiffs to pay off a debt owing from their testator's estate, and by way of securing the repayment of the sum borrowed, caused certain mortgages, part of their testator's estate, to be assigned by way of submortgage to the plaintiff, and charged the moneys thereby secured with the repayment of the sum advanced. This charge was created by a deed to which the plaintiffs and defendants were parties, but there was no express covenant by the defendants, who were trustees, for repayment of the sum thus advanced for the purposes of their testator's estate. Immediately after executing this deed, L., one of the defendants, retired from the trust. Interest was paid to the plaintiffs by the continuing trustees down to 1896. In April, 1897, the plaintiffs brought this action to recover the balance of the debt, the writ being in form a claim on simple contract. Lord Russell, C.J., in giving judgment for the plaintiffs, held that the money advanced by them was money secured by mortgage and charged upon or payable out of land within the meaning of section 8 of the Real Property Limitation Act, 1874, and that, as that Act applied, the plaintiffs' claim was not barred as against the defendant L. L. appealed, contending that, there being no express covenant to pay, the debt was a simple contract debt to which the statute 21 Jac. 1, c. 16, applied, and that being so he was within the protection of the Mercantile Law Amendment Act (19 & 20 Vict. c. 97), s. 14, so that the payments of interest made by his co-debtors had not kept the debt alive against him, he having retired from the trust in 1882. On the other hand, *Sutton* v. *Sutton* (22 Ch. D. 511) was relied on by the respondents as shewing that the personal remedy for the debt and the remedy against the land stood on the same footing, and that the limit of twelve years under the Act of 1874 applied to both. A. L. Smith, L.J., however, held that the mortgagees' remedy against the land was distinct from

their personal remedy for the debt, and that if the debt was not a specialty debt, the statute of 1623 applied to bar the creditor's claim after the lapse of six years without acknowledgment, leaving the remedy against the land to be barred after twelve years. To hold otherwise would, as COLLINS, L.J., pointed out, be to make section 8 of the statute of 1874, so far as regards debts by simple contract charged on land, an *enabling* clause, which no Statute of Limitations was ever intended to be. Moreover, as ROMER, L.J., pointed out, it was quite possible to embody the existing law as to debts secured on land in a statement combining the effect of section 8 of the 1874 Act and section 3 of the 1623 Act, thus: "No action shall be brought by the creditor to enforce payment of a simple contract debt, whether charged on land or not, after the lapse of six years from the cause of such action, unless some acknowledgment, &c. . . . be given, and as to any debt charged on land, even if it be a specialty debt, no action shall be brought after twelve years, whether against the land or in an action on the covenant."

THE CASE of *Harford* v. *Lynskey*, decided by WRIGHT and BRUCE, JJ., last week, and reported in another column, raised several difficult questions of municipal election law. The facts were not in dispute: the petitioner and the respondent were both nominated for election as councillors for a ward of a borough, and the nomination papers were duly filled up and were correct in point of form. When the mayor sat to consider the validity of the nominations, the respondent objected to the nomination of the petitioner on the ground that, having an interest in a contract with the corporation, he was disqualified for election by section 12 of the Municipal Corporations Act, 1882. The mayor allowed this objection, with the result that the respondent was declared to be elected as if he were the only candidate. The petitioner then presented this petition, alleging that the mayor had no jurisdiction to entertain the objection, and that the respondent was not duly elected by a majority of lawful votes. The first question arising for determination was whether the mayor had exceeded his jurisdiction. This question the court decided in the affirmative on the authority of *Pritchard* v. *The Mayor of Bangor* (13 App. Cas. 241), in which it was held that the proper method for determining a question of disqualification was an election petition, and that the returning officer had no power to take cognizance of such an objection. It is in fact provided by section 87 of the Municipal Corporations Act, 1882, that an election is not to be questioned on any of the grounds mentioned in that section except by an election petition, one of the grounds being "that the person whose election is questioned was at the time of the election disqualified." The court, however, intimated an opinion that, notwithstanding the *Bangor case*, it may be possible for a nomination paper to be rejected although there is no informality on the face of it, as, for instance, "if it purported to nominate a woman or a deceased sovereign," and was thus an obvious unreality. The decision of this point in favour of the petitioner left two more difficult questions to be determined—was the petitioner actually disqualified for nomination, and, if so, was he a person entitled to present the petition? On the first of these questions the court had no authority to guide them. There was no doubt that at the date of the nomination a contract between the petitioner and the corporation was still subsisting, and if the petitioner had been elected while it still continued in force there is no doubt that he could have been unseated on petition on the ground of the disqualification, the case falling within the express provision of section 87 above quoted. It was argued that it was the intention of the petitioner to get rid of this disqualification by transferring the contract to another before the polling day. But to hold that a person who on the nomination day is disqualified for election by reason of his having an interest in a contract can be nominated as a candidate on the chance of the disqualification being removed before the election, would lead to serious difficulties: in such a case it could not be ascertained whether his nomination was effectual or not, for this would depend on the disappearance of the disqualification at some indefinite time between the nomination and the poll; and in case of the absence of other valid nominations, or of the death of the only other candidate, the disqualified candidate might be left in possession of the field, and if his nomination were considered good, he would be entitled to be declared elected notwithstanding his disqualification. The court therefore wisely declared that the petitioner was disqualified for nomination. The decision does not extend to cases where the disqualification is of such a nature that it must necessarily cease before the poll, as where the person nominated is an infant but will be of full age before the day fixed for the poll. But even in that case difficulties might arise under circumstances such as we have already alluded to.

THE QUESTION of the right of the petitioner to present the petition although himself disqualified for nomination, involved a consideration of section 88 (1) of the Act of 1882, which enacts that "an election petition may be presented either by four or more persons who voted, or had a right to vote, at the election, or by a person alleging himself to have been a candidate at the election." It is obvious that some restriction ought to be placed on the concluding words of this sub-section: it cannot be that a mere false allegation by a person that he was a candidate can give him a right to petition. But it is also clear that the words import something more than an absolutely valid candidature; and this is borne out by the definition of "candidate" in section 77 as "a person elected, or having been nominated, or having declared himself a candidate for election." Thus if a person had offered himself for election, but by reason of some mistake or negligence on the part of the officials conducting the election, the proceedings relating to his nomination were invalid (as in *Howes* v. *Turner*, 1 C. P. D. 670), it could hardly be contended that he was not a person entitled to petition under section 88 (1). The difficulty in the present case arose out of the fact that, by reason of circumstances for which the petitioner himself was responsible, he was not a validly nominated candidate. If he were held entitled to present a petition the result might be that the respondent might be unseated at the instance of a rival candidate who was himself disqualified for election. But this consideration was not allowed to prevail. It does not seem that the respondent is in any way prejudiced by the fact that a disqualified candidate is permitted to present a petition with precisely the same consequences as if it had been presented by four voters under the clear power given to them to do so by section 88 (1). The petitioner in such a case cannot, of course, claim the seat, and the result of the petition, no matter who were the petitioning parties, would simply be that a new election would have to be held. The result was that the petitioner was allowed to maintain the petition. Leave to appeal was granted, and the case will probably be heard of again.

A CASE was tried before WILLS, J., a few days ago in which a jury awarded the plaintiff damages to the amount of £50 for an injury caused by his having knocked his head against the support of a blind outside the defendant's shop. There probably is not a man, who is in the least degree above the average height, who has not in walking the streets of London, at some time or other suffered from the lowness of these blinds, though probably he may have only injured his hat. Strange to say, however, provincial towns are much less dangerous in this respect. By section 28 of the Towns Police Clauses Act, 1847, it is provided that every person who, in any street, to the obstruction, annoyance, or danger of residents or passengers, places any blind, awning, or other projection over any footway at less than eight feet from the ground, shall be liable on summary conviction to a penalty of forty shillings or fourteen days' imprisonment. This Act, however, has no application to London, which, in this respect, is governed by the Metropolis Police Act, 1839. Section 60 of that Act makes any person liable on summary conviction to a penalty of forty shillings who sets up or continues any blind, awning, or other projection from any house or shop so as to cause any annoyance or obstruction in any thoroughfare. It is certainly somewhat unfortunate that the law should be so much less definite with regard to the Metropolis than it is elsewhere. Eight feet is a reasonable height and gives plenty of margin for hats and for umbrellas carried on a rainy

day; but as the authorities have no safe guide in dealing with the question in London, nothing is done at all, and these blinds are often only six feet or less from the ground. The Legislature has, however, in the Act applying to the country at large, indicated what a reasonable height is, and it was held by the High Court in *Read* v. *Perrett* (L. R. 1 Ex. D. 349) that it is quite unnecessary under the Metropolitan Act that any evidence should be given before a magistrate by witnesses who have actually been obstructed or annoyed by the projection. He is quite justified in deciding for himself, when the height above the ground is proved, or from his own inspection and judgment, whether or not an offence has been committed. If, therefore, the police took this matter up, probably a few summonses here and there in different parts of London would open the eyes of offending shopkeepers, and bring about a change for the better in the height of their blinds.

REFORMATORY and industrial schools are no doubt necessary, but they are liable to great abuse. As was pointed out by that very experienced magistrate, Mr. MEAD, a few days ago, it is quite a common thing for parents to deliberately continue to have their children sent to such establishments in order to get them off their hands. Cases of this sort are probably well known to the magistrates of most of our large towns, as well as to the metropolitan magistrates, and it is certainly hard upon the already overburdened ratepayer to have to support the children of worthless parents, who are quite capable of doing their duty if they choose. Fathers frequently come to the police-courts with pitiful tales that their boys are beyond their control and refuse to go to school. What are they to do? they ask. Of course there are cases in which such stories are true, and there are many boys whom their working-men fathers cannot control. As long, however, as men can get rid of the expense and trouble of providing for their children, so long will a number of these stories be trumped up to gain this object. There are many cases also of boys deliberately stealing and allowing themselves to be caught in order to get away from wretched homes and to be sent on board *The Shaftesbury*, or to some such place. These boys are, perhaps, deserving of more sympathy than the unnatural parents who scheme to get their children off their hands; but none the less in their case is some remedy required for this state of things. It is submitted that no boy should be sent to an industrial school or reformatory for his own faults until other means of curing those faults have failed. The birch rod is the only punishment which these incorrigible boys really mind; and if no boy was sent to *The Shaftesbury*, or to any such institution, or to any truant school, until he had been well birched several times, it is probable that there would be far fewer candidates for these places. If the magistrates could only birch truants and others up to the age of sixteen, both public order and the pockets of the ratepayers would profit.

EQUITABLE ASSIGNMENTS.

IN the recent case of *Bence* v. *Shearman* (47 W. R. 350) the Court of Appeal (LINDLEY, M.R., CHITTY and COLLINS, L.JJ.) rejected an ingenious attempt to extend the doctrine of the equitable assignment of debts. The defendant SHEARMAN, who was desirous of selling a public-house called the "Earl of Essex," agreed to pay ADAMS, the other defendant, a commission of £175 if he found a purchaser. ADAMS introduced the plaintiff, who became the purchaser of the property, the contract being entered into in January, 1897, and the commission accordingly was earned. ADAMS was at the time indebted to the plaintiff, and in February, 1897, he gave him a document in the following form: "Received of Mr. THOMAS BENCE the sum of £200 in various sums, and I transfer my commission to him on the 'Earl of Essex,' Manor Park, in payment thereof." At the time fixed for the completion of the purchase, when the plaintiff and the two defendants were all present, the plaintiff paid the purchase-money to SHEARMAN, and SHEARMAN gave ADAMS a cheque for £175, the amount of his commission. It must be taken that, when the cheque was handed over, SHEARMAN had not had notice of the assignment of the commission effected by the above document. Shortly after the transaction, however, BENCE wished to make the £175 available for the debt due to himself, and he induced SHEARMAN to stop the cheque, and to promise not to pay it, either until he had communicated again with the plaintiff, or until he had seen ADAMS again. There was a conflict of evidence as to which of these forms the promise really took, though in the result the matter was not material. On the following day SHEARMAN, after seeing ADAMS, withdrew the notice to the bank stopping the cheque, and ADAMS received the money. Thereupon BENCE brought the action against SHEARMAN and ADAMS claiming the £175. KEKEWICH, J., gave judgment in his favour against both the defendants, and it seems clear that ADAMS had no defence. With regard to SHEARMAN the case was quite different. He appealed against the judgment, and his appeal was allowed.

It seems that, upon the instrument quoted above, there was an effectual assignment by ADAMS to BENCE of the sum due to him for commission, which would have been a legal assignment under section 25 (6) of the Judicature Act, 1873, had express notice in writing been given to SHEARMAN; and in the absence of such notice there was a valid equitable assignment. The natures of an equitable and legal assignment were considered by the Court of Appeal a year ago in *Durham Brothers* v. *Robertson* (1898, 1 Q. B. 765). To constitute a legal assignment there must be, under the enactment just referred to, "an absolute assignment by writing under the hand of the assignor (not purporting to be by way of charge only), of any debt or other legal *chose in action*, of which express notice in writing shall have been given to the debtor." The Court of Appeal affirmed the view taken in *Tancred* v. *Delagoa Bay and East Africa Railway* (38 W. R. 15, 23 Q. B. D. 239), that the words excluding an assignment by way of charge do not prevent a mortgage from being an absolute assignment, provided only the debt is unconditionally assigned. The fact that a proviso for re-assignment is expressed or implied does not interfere with the full effect of the assignment in transferring the debt to the mortgagee. In *Durham Brothers* v. *Robertson*, however, the assignment was not in form absolute, but only "until the money [for which it was a security] with added interest" was repaid. This was held to be a conditional assignment, and not within the words of the sub-section. The question whether in any case an assignment of part only of a debt could be brought within the enactment was raised, but not decided.

But where it is sufficient to rely upon an equitable assignment these niceties do not arise. "To operate as an equitable assignment," said CHITTY, L.J., in *Durham Brothers* v. *Robertson*, "no particular form of words is required in the document; an engagement or direction to pay, out of a debt or fund, a sum of money constitutes an equitable assignment, though it does not operate as an assignment of the whole fund or debt. A mere charge on a fund or debt operates as a partial equitable assignment." In *Bence* v. *Shearman* the assignment went further than this, and carried the entire sum of £175 due to the assignor. Hence, had the assignment been completed by notice to the debtor SHEARMAN before the delivery of the cheque, such delivery would have been improper. As already stated, however, no such notice was given, and the plaintiff rested his case upon quite a different argument. This was that, after delivery of the cheque by SHEARMAN to ADAMS in payment of the debt, notice to SHEARMAN by BENCE that the consideration for which the cheque was given had been assigned to him was enough to place SHEARMAN under an obligation to stop payment of the cheque, and to hold the sum in dispute in trust for BENCE. In stating the argument it is unnecessary to place any reliance upon SHEARMAN'S promise to stop the cheque; for even if this contemplated a continued stop upon payment, it was a promise without consideration, and was devoid of legal effect. The obligation to withhold payment of the cheque, if it existed at all, must have existed solely by virtue of the notice, after the cheque was given, of the assignment of the debt which the cheque was intended to pay.

To hold, however, that there is any such obligation would involve a novel extension of the doctrine of equitable assignment, and would place the debtor in a position of great embarrassment. A somewhat similar point was raised in *Ex parte Richdale* (30 W. R

262, 19 C. D. 409), and JESSEL, M.R., in a passage quoted by CHITTY, L.J., in his judgment in the present case, said: "I never heard of any obligation on the part of a drawer of a cheque given for value to stop the payment of it for the benefit of a third party." The fact is that the transaction as between debtor and creditor—in the present case, SHEARMAN and ADAMS—is complete so soon as the cheque or other negotiable instrument is given in discharge of the debt. The giver of the cheque is no longer concerned with the original debt, and no notice of an assignment of such debt can affect his legal position. The debt is gone, and his only obligation is to meet the instrument which he has given, either forthwith or at maturity, as the case may be. The matter is assisted by the consideration that the cheque may be in the hands of a *bonâ fide* holder for value, and the drawer of the cheque, when he is called upon by the assignee of the original debt to stop it, may not have the means of discovering whether this is so or not. Accordingly, as was pointed out in *Ex parte Richdale*, if he acts upon the alleged obligation and stops the cheque, he runs the risk of its being in the hands of such a holder, and, consequently, of having to pay the costs of an action by him. Indeed, when attention is paid to the necessity of leaving a negotiable instrument once given to be presented for payment in due course and according to its tenor, it is obvious that such an interference as was claimed by the plaintiff in the present case is impossible. The result is effectively stated in a passage from the judgment of LINDLEY, M.R.: "I think the true principle is this, that notice to the debtor who has given a negotiable instrument, that the debt has been assigned, can be disregarded by him. To hold the contrary would be frightfully embarrassing." This expression does not appear too strong to characterize the consequences which the success of the plaintiff's contention would have involved.

REVIEWS.

BOOKS RECEIVED.

A Guide to Income Tax Practice. By ADAM MURRAY and ROGER N. CARTER, Chartered Accountants, Manchester. Containing a Summary of the various Enactments relating to Income Tax; Instructions as to the Preparation of Returns for Assessment and Accounts in support of Appeals on the ground of Over-Assessment; also for Claiming Exemption and Abatement: and a Concise Popular Digest of the Principal Legal Decisions on the construction of the Acts. For the use of Taxpayers. Second Edition. Gee & Co.

The "Inebriates Acts" and Habitual Drunkards. By RICHARD FOULKES GRIFFITHS, Barrister-at-Law. Stevens & Sons (Limited).

The Law of Partnership. Six Lectures delivered in the Old Hall, Lincoln's-inn, during the Hilary Sittings, 1899, at the request of the Council of Legal Education. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law, Reader of the Law of Real and Personal Property in the Inns of Court. Butterworth & Co.

A Treatise on the Law of the Contract of Pledge as Governed by both the Common Law and the Civil Law. By HENRY DENIS, of the New Orleans Bar. New Orleans: F. F. Hansell & Bro. (Limited).

CASES OF LAST SITTINGS.

Court of Appeal.

THOMPSON AND ANOTHER *v.* LONDON COUNTY COUNCIL.
No. 1. 28th March.

PRACTICE—JOINDER OF DEFENDANTS—SEPARATE CAUSES OF ACTION—CLAIM FOR NEGLIGENTLY LETTING DOWN HOUSE—R. S. C. XVI., 7.

Appeal from an order of Bigham, J., at chambers. The action was brought by the lessees and occupiers of a house at the corner of Chancery-lane and High Holborn against the defendants for having negligently and improperly excavated the soil of the street when constructing a new sewer along it (under section 135 of the Metropolis Management Act, 1855), and for having negligently and improperly abstracted the water and subsoil supporting a cellar and vault, being part of the house, by reason whereof the cellar and vault subsided and became cracked. The defendants in their statement of defence, after denying negligence, alleged that the injuries were not caused by any act of theirs, but by the negligence or default of the New River Co. in leaving their water main opposite the premises insufficiently and improperly stopped, whereby the subsoil became saturated with water and loosened. The plaintiffs thereupon applied at chambers to add the New River Co. as defendants, and the judge, reversing the order of the master, made the order under ord. 16, r. 7. The defendants, the London County Council, appealed. They contended that the cause of action against them and that against the New River Co. were separate and distinct, and that, therefore, the New River Co. could not be joined as defendants in the same action: *Smurthwaite* v. *Hannay* (43 W. R. 113; 1894, A. C. 494), *Sadler* v. *Great Western Railway Co.* (45 W. R. 51; 1896, A. C. 450); ord. 16, r. 7, not applying to a new cause of action, but only to the joinder of defendants if the plaintiff was in doubt as to which of them his cause of action was against. The plaintiffs contended that there was only one cause of action—namely, the damage caused by the subsidence of the cellar and vault, and that the only question was, against which of the two defendants the plaintiffs were entitled to recover; that ord. 16, r. 7, applied; and that the case was governed by *Honduras Railway Co.* v. *Tucker* (25 W. R. 310, 2 Ex. D. 301), *Child* v. *Stenning* (25 W. R. 519, 5 Ch. D. 695), *Bennetts* v. *McIlwraith* (45 W. R. 17; 1896, 2 Q. B. 464).

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) allowed the appeal. The London County Council and the New River Co. were, upon the plaintiffs' case, separate and independent tortfeasors. There was a separate and distinct cause of action against each, and the House of Lords had decided that order 16 applied only to the joinder of parties and not to the joinder of causes of action. The damage, no doubt, was the same, but the cause of action against each was distinct, and therefore ord. 16, r. 7, did not apply, and the order giving leave to add the New River Co. as defendants must be discharged.—COUNSEL, *F. P. Daldy; H. Tindal Atkinson.* SOLICITORS, *W. A. Blaxland; Robbings, Billing, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

HORTON *v.* BOSSON. No. 2. 28th March.

PRACTICE—FORECLOSURE—SUMMONS IN CHAMBERS—CLAIM FOR AN ACCOUNT, AND FOR FORECLOSURE OR SALE—JUDGMENT IN CHAMBERS FOR FORECLOSURE—SUMMONS FOR DIRECTIONS—R. C. S., XV., 1, 2; XXX., 1, 2, 3.

This was an appeal from a decision of Romer, J., who had refused the defendant's motion to discharge an order made in chambers for foreclosure or sale of certain property mortgaged to the plaintiff. The plaintiff as mortgagee had issued a writ against the defendant, claiming the usual accounts and inquiries and an order for foreclosure or sale. On the hearing of the summons for directions under order 30, which also asked for the usual accounts and inquiries, and for an order for foreclosure or sale, the master made the usual order for an account and for foreclosure. The defendant did not at that time object to the order asked for by the plaintiff being made, but he subsequently moved in court to discharge the order then made, contending that on the hearing of a summons for directions the court could not make an order for foreclosure, and that in any case the power given by order 15 to make such an order applied only to very simple cases, and could not be exercised in chambers. Romer, J., was of opinion that the defendant, having had full notice of the nature of the order which the plaintiff intended to ask for and not having objected before the master, was now too late to dispute the jurisdiction to make the order complained of. His lordship therefore refused the motion with costs. The defendant appealed.

THE COURT (LINDLEY, M.R., and RIGBY, L.J.) dismissed the appeal.

LINDLEY, M.R., said: I do not think we need trouble you, Mr. Levett. I do not think that Romer, J., has done any injustice in this case. I do not believe there is any truth in that suggestion. There are in the case some technicalities which are a little troublesome; but, so far as I can see, it is certain that if there had been anything in it some money would have been forthcoming long before this. It is the ordinary case of a mortgagor who cannot pay off the mortgage debt, and who is anxious to gain time if he can. The mortgagee, therefore, is entitled to an order for foreclosure or sale, and that is what he has got. I do not think the appellant has really any merits at all. As regards the technicalities of the case, there is a little difficulty in construing order 15, and also order 30, which relates to the summons for directions. But we do not reverse orders appealed from unless they are shewn to be unjust. It is not our business to teach people how to stroke their "t's" and dot their "i's." Some objection may, perhaps, be reasonably taken to the form of the summons. I do not think the form was happily framed. But there was distinct notice to the defendant of the order which was to be asked for, and there was ample jurisdiction to make that order. From that point of view the case of *Dyott* v. *Neville* (W. N. 1887, p. 35), which was cited by Mr. Levett, is important. That is my answer to the technicalities here relied on. There is no substance in them, if the appellant has, as I think he has, no real merits. So much for the principles applicable to this case. I think it is impossible to differ from Romer, J., on the evidence. He has considered that evidence, and there is nothing to shew that the view he has taken is wrong. I think there is nothing at all in the appellant's contentions. On the evidence I am satisfied that there was no agreement at all between the parties such as is alleged. The appeal must be dismissed, and dismissed with costs.

RIGBY, L.J., delivered judgment to the same effect.—COUNSEL, *Horace Kent; Levett*, Q.C., and *Hon. T. H. Watson.* SOLICITORS, *John Hands; Collyer-Bristow, Russell, Hill, Curtis, & Dods*, for *Millington & Simpson*, Boston.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

SALTON *v.* **NEW BEESTON CYCLE CO. (LIM.) AND OTHERS.**
Cozens-Hardy, J. 23rd March.

COMPANY—WINDING UP—DIRECTOR'S QUALIFICATION—ACTING AS DIRECTOR—IMPLIED CONTRACT—QUALIFICATION SHARES—REMUNERATION—"CEASE TO HOLD" SHARES.

The plaintiff claimed as mortgagee of moneys alleged to be due from the defendant company to the defendant Lord Norreys in respect of directors' fees and remuneration, and the material facts were as follows. The company was incorporated on the 3rd of June, 1896, with a nominal capital of £1,000,000, divided into 100,000 shares of £10 each. By article 79 of the articles of association the first directors were to be nominated in writing by the subscribers to the memorandum of association, and Lord Norreys was one of seven persons so nominated. Articles 80 and 81, upon which the questions arising for decision mainly turned, were as follows: "(80) The qualification of a director shall be the holding of shares of the company of the nominal amount of £250. A first director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said shares from the company, and the same shall be forthwith allotted to him accordingly. (81) The board shall be entitled to receive by way of remuneration in each year £5,000. Such remuneration shall be divided among the directors in such proportions and manner as they shall from time to time agree, or, in default of agreement, equally. The company in general meeting may increase the amount of such remuneration, either permanently or for a year or longer term." And by article 92 the office of a director was to be vacated, *inter alia*, if he "ceased to hold" the due qualification. Lord Norreys did not acquire any shares before the end of the month from his appointment, but in March, 1897, he acquired 25 shares, not from the company, but from the promoter, Mr. Lawson, and such a transaction, as his lordship observed, plainly did not satisfy the requirements of article 80. The capital subscribed was only £140,000, a sum which was inadequate for the purposes of the company. The company was accordingly wound up on November, 1897. Between June, 1896, and November, 1897, Lord Norreys attended eight meetings of the board, and, so far as appeared, that was all he did in his character of director. One of the original directors, the Rev. Mr. Jarratt, retired on the 18th of November, 1896, and the directors (including Lord Norreys) resolved to pay him £100 as remuneration for his services, and this sum was paid by the company. It was sought to be established that on that day Lord Norreys and the other directors agreed to make no claim for remuneration, but the evidence did not suffice to prove this. Jarratt's vacancy was not filled up, and there were thenceforward only six directors. At a meeting of the board of directors on the 14th of July, 1897, at which Lord Norreys was not present, the other directors resolved not to claim remuneration.

COZENS-HARDY, J., said that he must infer an agreement between Lord Norreys and the company, on his part that he would serve the company on the terms contained in the articles, and on the part of the company that he should receive the renumeration provided by the articles for the directors: see *Isaacs case* (40 W. R. 518; 1892, 2 Ch. 158). His lordship thought those must be regarded as cross-contracts and not as interdependent. The resolution of the 14th of July, 1897, in no way bound Lord Norreys or his mortgagee. It was argued that Lord Norreys vacated his office of director at the end of the first month, but it was an unnatural interpretation of article 92 to say that he "ceased to hold" the due qualification, when in fact he never had any qualification. It was next contended that article 81 could only apply to a board of duly qualified directors, and that therefore Lord Norreys could not claim any remuneration, but he not having ceased to be a director it followed that he must be regarded as still a member of the board, and as such entitled to remuneration. It was further contended that the omission to apply for and obtain shares from the company was such a breach of duty that it might be available as a defence to any claim for remuneration, but that was not the true view, although the company might have a cross-claim for £250. It was urged that at the utmost only one year's remuneration could be claimed, and that there was no apportionment in respect of an incomplete year. That seemed to his lordship to be right. He would allow a set-off in respect of the £250 due from Lord Norreys to the company for the shares which he had been liable to take and pay for since July, 1896.—COUNSEL, *Eve*, Q.C., and *T. L. Wilkinson; Younger*. SOLICITORS, *Greening; Sharpe, Parker, Pritchards, & Barham*, for *Hughes & Masser*, Coventry.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **MOUAT. KINGSTON COTTON MILL CO.** *v.* **MOUAT.** Stirling, J. 22nd and 28th March.

FRAUDULENT CONVEYANCE—ASSIGNMENT OF POLICY AND INVESTMENT OF MONEY ON MORTGAGE—PROTECTION OF CREDITORS—INJUNCTION—13 ELIZ. C. 5.

This was a motion in an administration action for payment into court by the defendant, Mrs. Dalzel, of the proceeds of two policies of assurance received by her, or, in the alternative, for a receiver. A testator in 1890 and 1894 effected policies of assurance on his own life, and assigned them to the defendant, Mrs. Dalzel. Notice was given to the insurance company, so that under the provisions of the Supreme Court of Judicature Act, 1873, s. 25 (6), the legal title in the policies passed to her. The testator died in 1895, and in April and May of that year the policy-moneys were received by Mrs. Dalzel's brother on her behalf, and were invested on mortgage. The will was proved in June, 1895. The testator's estate proved to be insolvent. The plaintiffs, the Kingston Cotton Mill Co., brought this action on behalf of themselves and all other creditors of the testator, alleging that the assignments of the policies to Mrs. Dalzel were void under the statute of 13 Eliz. c. 5. The defendant insisted that there was no jurisdiction to grant an injunction or to appoint a receiver.

STIRLING, J., after stating the facts, said: The statute of Elizabeth confers legal rights on creditors; as against them an assignment within the statute is void at law and in equity, and the property comprised in it is to be treated as being that of the testator at the time of his death. [His lordship referred to *Bethel* v. *Stanhope* (Cro. Eliz. 310), *Shears* v. *Rogers* (3 B. & Ad. 362), and *Shee* v. *French* (3 Drew. 716).] The rights of creditors although legal can be made available in courts of equity. This was so before the Judicature Act, as is shewn in various cases. The question arises here whether there has been such a change in the nature of the assets as to prevent the court from granting relief before judgment. Assets of this kind cannot be followed in the hands of a *bonâ fide* purchaser for value without notice. There is no such alienation here. The property remains in the hands and under the control of the assignee though in a different shape from what it was in at first. The court has jurisdiction to secure it for the benefit of the plaintiffs. If the assignee is to be regarded as an executrix *de son tort*, as the legal personal representative is a party to the suit, there would be jurisdiction to restrain the defendant from dealing with assets under her control to the prejudice of the persons legally entitled. The basis of the decision in *Lister* v. *Stubbs* (38 W. R. 548, 45 Ch. D. 1) was that money come into the hands of the defendant could not, until judgment given, be treated as belonging to the plaintiff. Here the assignments became void when the plaintiffs asserted their claim, and thenceforward there existed a legal right on the part of the plaintiffs to have their debts satisfied out of the fund. In this case there is jurisdiction to secure the fund for creditors. The defendant ought not to be allowed to receive the mortgage money or to deal with the mortgages without notice to the plaintiffs and the leave of the court.—COUNSEL, *Upjohn*, Q.C., and *Watson; Jenkins*, Q.C., and *Dunham; Borthwick*. SOLICITORS, *Collyer-Bristow, Russell, Hill, & Co.; Oldman, Clabburn, & Co.*

[Reported by PAUL STRICKLAND, Barrister-at-Law.]

Re **HOWARD. CROFTON** *v.* **THE LORD'S DAY OBSERVANCE SOCIETY.**
Kekewich, J. 23rd March.

WILL—LEGACY—DESCRIPTION OF A SOCIETY—TWO SOCIETIES INSUFFICIENTLY ANSWERING DESCRIPTION.

The testatrix, Harriet Howard, had by her will bequeathed a legacy of £500 to "The Lord's Day Observance Association." There were two societies in existence, both formed for a similar purpose, and each of them claimed the legacy. One of them was "The Lord's Day Observance Society," of 20, Bedford-street, London, and the other was "The Working Men's Lord's Day Rest Association," of 13, Bedford-row, London. This was a summons by the trustees of the will to determine which of the two was entitled to the legacy. The evidence shewed that for twenty years the testatrix had subscribed to the funds of "The Working Men's Lord's Day Rest Association," and that in the year 1894 she sent a cheque to the secretary of that society drawn to his order, but in the accompanying letter she had called the society "The Lord's Day Observance Society." In acknowledging the receipt of the cheque the secretary drew her attention to the fact that there was another society bearing the name which she had indicated in her letter. The testatrix replied to the effect that she had made a mistake in the name, and that she intended the cheque for the secretary's society and not for the other society which he had mentioned. The testatrix had never subscribed to the Lord's Day Observance Society, of 20, Bedford-street. Counsel for the Working Men's Lord's Day Rest Association cited the cases of *Re Kilvert's Trusts* (20 W. R. 225, 7 Ch. 170) and *Re Fearn's Will* (27 W. R. 392).

KEKEWICH, J., held that the Working Men's Lord's Day Rest Association was entitled to the legacy.—COUNSEL, *R. E. Moore; Dibdin; Younger*. SOLICITORS, *Chester, Broome, & Griffiths*, for *Crofton, Craven, & Worthington*, Manchester; *Bridges, Sawtell, & Co.; Nisbet, Daw, & Nisbet*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

High Court—Queen's Bench Division.

ATTORNEY-GENERAL *v.* **HAY.** Div. Court. 22nd March.

REVENUE—ESTATE DUTY—SETTLEMENT—EXEMPTION—PERSON COMPETENT TO DISPOSE—RE-SETTLEMENT OF REVERSIONARY INTEREST—FINANCE ACT, 1894 (57 & 58 VICT. C. 30), S. 5 (2).

By a settlement made in 1855, on the marriage of Mr. and Mrs. J. B. Alston, a sum of £3,000 was settled upon the usual trusts to invest and to pay the income to the wife, and on her death upon trust for the children of the marriage at the age of 21, or, in the case of daughters, on their marrying. By another settlement made in 1856 a sum of £1,000 Consols was settled on the like trusts, Mrs. Alston having a power of appointment amongst the children, which power she never exercised. There were nine children of the marriage. One of them, J. H. Alston, on his marriage in 1888, settled his reversionary ninth share in the funds subject to the above settlements, upon the usual trusts, for himself, his wife (who died in 1891), and their children. Mrs. Alston, the mother of J. H. Alston, survived her husband, and died in December, 1894, and estate duty was paid on her death in respect of the funds comprised in the settlements of 1855 and 1856, by the trustees thereof, and the funds were realised and the proceeds (after

payment of such duty) distributed among the children of the marriage of the said J. B. Alston and his wife, or those claiming under them, and the sum of £437 Caledonian Railway 4 per cent. preference stock was in 1895 transferred by the said trustees to the defendants as trustees of the settlement of 1888, in satisfaction of the one-ninth share of J. H. Alston, under the settlements of 1855 and 1856. The defendants subsequently paid the income of the said £437 railway stock to the said J. H. Alston during his life. J. H. Alston died on the 20th of February, 1897. The information alleged that on the death of J. H. Alston estate duty under section 2 of the Finance Act, 1894, became payable in respect of the said sum of £437 Caledonian Railway 4 per cent. preference stock as property passing on his death. The defendants contended that no such duty became payable having regard to section 5 (2) of the same Act, by reason of estate duty having been paid in respect of the funds comprised in the settlements of 1855 and 1856 on the death of J. H. Alston's mother. Section 5 (2) of the Finance Act, 1894, enacts that "if estate duty has already been paid in respect of any settled property since the date of the settlement the estate duty shall not be payable in respect thereof until the death of a person who was at the time of his death, or had been at any time during the continuance of the settlement, competent to dispose of such property." It was argued that the settlement of 1888 made by J. H. Alston of his reversionary shares formed, together with each of the settlements of 1855 and 1856, under which his shares were derived, one settlement, and that he was, therefore, not competent to dispose of the funds in question. The definitions of "settled property" and "settlement" (section 22 (1) (*h*) (*i*)) were referred to.

THE COURT (GRANTHAM and KENNEDY, JJ.) gave judgment for the Crown.

GRANTHAM, J., said that looking at the words of section 5 (2) it seemed to him that J. H. Alston came within the language of the section as a person "during the continuance of the settlement competent to dispose." He had a vested interest in the property settled under his mother's settlement. On his own marriage he himself made a settlement of that property. After this, and before his own death, the Act of 1894 was passed. If he had not resettled the property, the period would have arrived on his death when estate duty would again have become payable under the section. He had, in fact, by the deed of 1888 himself disposed of it, and had divested himself of the absolute right which before that was vested in him. There was nothing to disentitle the Crown from claiming duty; the defendant had failed to bring himself within the exempting section.

KENNEDY, J., concurred. The property in question was a portion of that comprised in the settlements of 1855 and 1856 in which the deceased took an interest. Reading the section through it seemed that this interest was the settled property in question. Estate duty had certainly been paid for it upon the death of the mother in December, 1894. The section 5 (2) provided that estate duty should not be paid again "until the death of a person who was at the time of his death, or had been at any time during the continuance of the settlement, competent to dispose of such property." In his opinion, the settlement within the section in this case consisted in the deeds of 1855 and 1856. They were the governing deeds; that of 1888 was an appendage to them. The settlement must be that under which the person obtained his interest, not that by which he reduced it. It was clear that J. H. Alston could not at the time of his death dispose of the property, but prior to the making of the deed of 1888 he might have done so. He was therefore "during the continuance of the settlement competent to dispose of the property," and there must therefore be judgment for the Crown.—COUNSEL, *Sir R. E. Webster*, A.G.; *Sir R. B. Finlay*, S.G., and *Vaughan Hawkins*; *Warrington*, Q.C., and *Tindal Atkinson*. SOLICITORS, *The Solicitor of Inland Revenue*; *Beecheroft, Thomson, & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **FURNESS RAILWAY CO.** Div. Court. 22nd March.

REVENUE—RAILWAY PASSENGERS' DUTY—CONVEYANCE OF PASSENGERS—EXEMPTIONS—ADDITIONAL CHARGE FOR RESERVED TICKETS—"FARES"—RAILWAY PASSENGER DUTY ACT, 1842 (5 & 6 VICT. c. 79), s. 2—CHEAP TRAINS ACT, 1883 (46 & 47 VICT. c. 34), s. 2.

Information by the Attorney-General. By the Act 5 & 6 Vict. c. 79, s. 2 and schedule, there is charged and payable to Her Majesty for and in respect of all passengers conveyed for hire upon or along any railway a duty at and after the rate of £5 for £100 upon all sums received or charged for the hire, fare, or conveyance of all such passengers. By section 4 it is enacted in effect that every railway company in Great Britain shall keep an account of all money received or charged daily for fares and deliver the same to the Commissioners of Stamps and Taxes monthly. By the Cheap Trains Act, 1883, certain alterations were made in the charge of duty, and section 2 (1) provides that fares not exceeding the rate of 1d. a mile shall be exempt from duty, but fares for return or periodical tickets shall be exempt from duty only where the ordinary fare for the single journey does not exceed that rate. By section 8, "the term 'fare' includes all sums received or charged for the hire, fare, or conveyance of passengers upon or along any railway." The third-class fares on the lines of the defendant company are at the rate of 1d. a mile. In the year 1897 the defendant company adopted the system of issuing "supplementary reserve tickets" to holders of third-class tickets upon payment of certain charges commencing with 3d. for a journey of fifteen miles and ending with 1s. 6d. for a journey of 150 miles. A certain number of third-class compartments were labelled "reserved tickets," and only the holders of such tickets were allowed to travel in those compartments. At the same time the defendant company discontinued the issue of second-class tickets. In many cases the additional charge so levied brought the third-class fare up to an amount exceeding the former second-class fares. The defendants did not include in their return or monthly accounts any statement of the receipts derived from the issue of "supplementary" or "reserved" tickets, and they claimed exemption from duty in respect of receipts for third-class tickets, whether "supplementary" or "reserved" tickets had or had not been used in conjunction therewith, and they denied that the payments for "supplementary reserved accommodation" form part of the fares, and refuse to account in respect thereof. The question was whether they were bound so to account. It was argued, on behalf of the defendants, that the charge for the reserved tickets was a payment for increased comfort, and was not part of the fare. *Attorney-General* v. *London and North-Western Railway Co.* (6 Q. B. D. 216), was cited.

THE COURT (GRANTHAM and KENNEDY, JJ.) gave judgment for the Crown.

GRANTHAM, J., had no doubt that the railway company were liable. The extra payment in this case was for the conveyance of passengers and not for any personal convenience. It therefore came under the word "fare."

KENNEDY, J., concurred. This was the creation in effect of an intermediate class of carriage between a third and a first. If something clearly not necessary to the passage had been provided, such as a dinner or electric light, then the question would not be so clear. In the present case the contention for the Crown was obviously right.—COUNSEL, *Sir R. B. Finlay*, S.G., and *Vaughan Hawkins*; *Cripps*, Q.C., and *Harold Russell*. SOLICITORS, *The Solicitor of Inland Revenue*; *Currey, Holland, & Currey*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. *v.* **COMPTROLLER-GENERAL OF PATENTS.** *Ex parte* **TOMLINSON.** Div. Court. 20th March.

PATENT—OPPOSITION TO GRANT—ALLEGATION OF PRIOR PATENT—RIGHT TO BE HEARD BEFORE COMPTROLLER—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 11.

Rule *nisi* for a *mandamus* to the comptroller to hear opponents to the grant of a patent for an invention alleged to have been already patented, the opponents having no interest in the prior patent. Section 11 (1) of the Patents, Designs, and Trade-Marks Act, 1883, enacts that "any person may" (within a prescribed period) "give notice at the Patent Office of opposition to the grant of the patent on the ground of the applicant having obtained the invention from him . . . or on the ground that the invention has been patented in this country on an application of prior date." Sub-section 2 provides that the comptroller shall decide in the case "after hearing the applicant and the person so giving notice if desirous of being heard," but subject to appeal to the law officer. Sub-section 3 provides that the law officer "shall if required hear the applicant and any person so giving notice and being in the opinion of the law officer entitled to be heard in opposition to the grant." It was contended for the comptroller that sub-section 1 of section 11 was only intended to guard private rights, and did not give a general right to any member of the public to oppose the grant of a patent; and the practice of the Patent Office and of the law officers of the Crown in hearing opponents was based on that view. As to the right to be heard before the law officer it had been decided that that view was correct: *Glossop's case* (Griff. Pat. Cas. 285), *Heath & Frost's case* (*ib.*, 288), *Stewart's case* (3 Rep. Pat. Cas. 7). Sections 2 to 4 of the Patents, Designs, and Trade-Marks Act, 1888, were referred to in support of this contention. On behalf of the applicant it was argued that section 11 of the Act of 1883 enabled any person to oppose, whether he was interested in the prior patent or not: it was a matter of public interest that the grant of monopolies should be strictly guarded; although, according to the decisions, a person not interested could not appear before the law officer on appeal, yet they might under the section appear before the comptroller, who would bring the grounds of their opposition before the law officer.

THE COURT (GRANTHAM and KENNEDY, JJ.) discharged the rule, holding that the practice, which was in conformity with the decisions, and had been accepted by the amending Act of 1888, ought not now to be disturbed.—COUNSEL, *Sir R. E. Webster*, A.G., and *Henry Sutton*; *Macmorran*, Q.C., and *Parkyn*. SOLICITORS, *The Treasury Solicitor*; *Radford & Franklin*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

HARFORD *v.* **LYNSKEY.** Div. Court. 20th March.

MUNICIPAL ELECTION—NOMINATION—DISQUALIFICATION—RIGHT OF DISQUALIFIED CANDIDATE TO PRESENT ELECTION PETITION—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), ss. 77, 88.

Special case stated in a municipal election petition touching the election of a councillor for the South Scotland Ward of the city of Liverpool. On the 24th of October, 1898, the petitioner and the respondent were nominated in proper form for election to the office of councillor for a ward in the city of Liverpool. The respondent objected, before the Lord Mayor, to the petitioner's nomination on the ground that the petitioner was then interested in contracts with the corporation, and was therefore disqualified by section 12 of the Municipal Corporations Act, 1882, which enacts that "a person shall be disqualified for being elected and for being a councillor" if and while he is so interested. The Lord Mayor allowed the objection, and thereupon the respondent became the only person standing nominated, and on the 1st of November he was declared by the returning officer elected as upon an uncontested nomination. The petitioner then presented this petition. He admitted that he and his partner had entered into a contract to supply the corporation with articles of clothing for the police. The contract was subsisting at the date of the nomination, and was, according to its terms, to continue

till the end of the year 1898. He contended, however, that he could and would have got rid of his disqualification (by assigning the contract, with the consent of the corporation) before the day fixed for the poll, and was therefore not disqualified for nomination; and he contended that at any rate the Lord Mayor was wrong in entertaining the objection, and the returning officer wrong in declaring the respondent elected as upon an uncontested election. The case was argued on the 27th of February, when judgment was reserved.

The judgment of the COURT (WRIGHT and BRUCE, JJ.) was now delivered by

WRIGHT, J.—It is now admitted that, having regard to the *Bangor case* (*Pritchard* v. *Mayor of Bangor*, 13 App. Cas. 241), the Lord Mayor must be taken to have had no power to entertain an objection of this kind, and although the returning officer was bound to act on the Lord Mayor's allowance of the objection, and was bound to declare the respondent elected as upon an uncontested nomination, yet it seems clear that the election and the declaration of it were voidable on petition, if it is shewn on petition that the Lord Mayor rejected a nomination which he had no power to reject, and the petition, if it had been brought by voters, must have succeeded to the extent of unseating the respondent and rendering a fresh election necessary. We have to determine whether the same consequence ought not to follow upon the petition of the excluded candidate; and this involves, or may involve, the determination of two questions—the first, whether this petitioner was disqualified for nomination; and the second, whether, if so disqualified, he can maintain this petition as voters could have done so far as to unseat the respondent, who had been wrongly declared elected. With respect to the first question we have not been able to find any authority in point. No case of this kind seems to have occurred under the Municipal Corporations Act; and the cases of Parliamentary elections to which we have been referred, or which are collated in Hatsell's Precedents, Sir T. May's Parliamentary Law, and the old edition of Rogers on Elections, do not throw any light on the matter. They are mostly cases where the disqualification was not for election, but for sitting or voting. In the absence of any guide we think it safest to hold that, in cases of elections under the Municipal Corporations Acts, a person who at the time of nomination is disqualified for election in the manner in which the petitioner was disqualified is disqualified for nomination. The nomination is for this purpose an essential part of the election, and if there are no competitors it of itself constitutes the election by virtue of the express words of section 16. A different construction might produce much confusion. On the nomination day no one could know whether the persons nominated will at the poll be effective candidates or not. It is true that in the case put the disqualification may be removed before the election is completed, but what is to be the effect, if the disqualification continues until the poll begins, or until the middle of the polling day, or till the close of the poll? Will votes given before the removal of the disqualification be valid? If not, how is the number of them to be ascertained? It seems to us unreasonable to hold that the Act means to leave the matter in such a state of uncertainty; and for these reasons we think that this petitioner was disqualified for nomination or election. It is not necessary to say whether the same conclusion would follow if the disqualification were such as must necessarily cease at a time between the nomination and poll, as, for instance, if a person were nominated on the last day of his minority for a poll to take place on a future day. On the second question there is not less difficulty. The 88th section of the Act provides that "an election petition may be presented either by four or more persons who voted or had a right to vote at the election, or by a person alleging himself to have been a candidate at the election." By the 77th section the word "candidate" is for the purpose of Part IV. of the Act (in which both these sections are included), interpreted as follows: "'Candidate' means a person elected, or having been nominated, or having declared himself a candidate for election." By Schedule VIII., Form H., the notice of election which is to be given by the town clerk under section 54 is to state that "candidates must be duly qualified for the office to which they are nominated." The question which we have now to decide depends primarily on the construction of section 88. The words "a person alleging himself to have been a candidate" cannot, of course, mean that a mere allegation without any colour of foundation in fact would suffice. Such a merely false allegation would be properly dealt with in a summary way. But the words used seem designed to express something wider than an absolutely valid candidature, and they are at any rate consistent with the view that any person who was in fact a candidate may present and maintain a petition, just as persons who voted in fact may do whether or not they had a right to vote. Nor does there seem to be any sufficient reason why the words should be limited even to persons who have been in fact nominated in due form. It is quite possible that an intended nomination of a person may have fallen through or have been prevented in such a way that the election of another person may have been invalid, as, for instance, if the town clerk refused to supply a nomination paper, or if, by design or negligence, he, in exercising his important duty under Schedule III., Part II., sub-section 7, filled up a nomination paper so imperfectly as to avoid the nomination, or if, as in *Howes* v. *Turner* (1 C. P. D. 670), he issues a bad notice of election, and in any such case it can hardly have been intended to deprive the aggrieved person of the right to petition. Such a construction is, further, the only one which will fit the interpretation of "candidate" in section 77. Possibly that interpretation was inserted for a different purpose—namely, to define the limits of time within which a person should be affected by the enactments relating to corrupt or illegal practices—but there is nothing which expressly limits section 77 to that purpose, and there seems to be no reason why it should not be applied to section 88, as *prima facie* it ought to be. And if this is the proper construction of section 88, either as taken by itself or as interpreted by section 77, it does not seem to be affected by the form of notice in Schedule VIII., Form H., which is not intended as a definition of a candidate or as of itself an enactment of any kind, but is a mere notice calling attention to the enactments of the statute; and if literally construed it is irrelevant, because it refers, not to disqualification, but to qualification, and here the petitioner was qualified under section 11, though he was disqualified under section 12. But then it is said that, allowing the *prima facie* meaning of section 88 to be in favour of the petitioner, such a construction ought to be rejected because it may produce inconvenient or unreasonable consequences. For instance, in the present case a person who was disqualified for election will unseat a person who, if the election had proceeded, either would have been validly elected or, if defeated, could on petition have unseated the present petitioner. Such an argument ought not to be allowed to override the proper construction of the language of the Act unless the inconvenience is clear and great. The same result would have followed if voters had been the petitioners. An election petition is not simply a matter between the parties, but is of public concern, and if the election had proceeded as it ought to have done the respondent might not have been elected, and although in that case he could have unseated the petitioner he might not have been able to claim the seat. Nor is the argument all in favour of the respondent. If his contention is right a petition may be brought by a person who is believed by himself and by everyone else not to be disqualified and who was properly nominated, and yet after a long trial it may turn out that he was not qualified to be a candidate or was disqualified, and therefore, if the respondent's contention is right, it would seem that the petition must abate, no matter what transactions of public concern may be involved, and no other petition could in most cases be brought. For these reasons, if the matter were entirely clear of authority, we should be of opinion that the petitioner, having been in fact a candidate duly nominated in point of form, is entitled to maintain this petition. [His lordship then referred to the decision in *Monks* v. *Jackson* (1 C. P. D. 683), and came to the conclusion that it was not in point on the ground that there the petitioner had not been nominated in fact, and continued:] Here the petitioner was duly nominated in fact. His nomination was in form regular, and he was, therefore, a candidate, and in my opinion qualified to maintain this petition—not, of course, for the purpose of claiming the seat, but for the purpose of shewing that there was no valid election, as any of the persons who voted at the election might have done, whether they had a right to vote or not. Our decision does not involve the proposition that in every case a person whose nomination has been rejected on the ground of disqualification or want of qualification can maintain a petition. We do not understand it to be laid down in the *Bangor case* that a nomination cannot ever be rejected except for informality in the form of it or presentation of it. If the nomination paper is on the face of it a mere abuse of the right of nomination, or an obvious unreality, as, for instance, if it purported to nominate a woman or a deceased sovereign, there can be no doubt that it ought to be rejected, and no petition could be maintained in respect of its rejection.—COUNSEL, *Maemorran*, Q.C., *S. H. Day*, and *Kenrick*; *Robson*, Q.C., and *Coward*. SOLICITORS, *Pritchard & Sons*; *Sharpe, Parkers, Pritchard, & Barham*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

POWELL *v.* **MARSHALL, PARKES, & CO.** C. A. No. 1. 22nd March.

BANKRUPTCY—PROTECTED TRANSACTIONS—CONTRACT OF PURCHASE AND SALE—ACT OF BANKRUPTCY BY VENDOR AFTER CONTRACT AND BEFORE DATE FOR COMPLETION—PAYMENT MADE AFTER NOTICE OF ACT OF BANKRUPTCY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 49.

Appeal from the judgment of Wills, J., at the trial of the action with a special jury. The action was brought to recover £500 with interest, being the deposit upon an agreement for the purchase of a licensed house. By an agreement, dated the 17th of November, 1897, made between the plaintiff and the defendants acting for one Inman, Inman agreed, in consideration of the sum of £500 then paid by the plaintiff to the defendants as stakeholders by way of deposit, and of the further sum of £6,250 to be paid upon possession being given, to assign to the plaintiff the lease of the licensed house for the remainder of the term, and to deliver up possession thereof on or before the 15th of December, 1897; and it was further agreed that the deposit of £500 was to be forfeited in case the plaintiff should neglect or refuse to perform his part of the agreement; the deposit to be returned in case of such neglect or refusal on the part of the vendor. On the 24th of November a bankruptcy notice, under section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883, was served upon Inman, who failed to comply with its requirements. On the 9th of December, the plaintiff, having heard of the act of bankruptcy, gave notice that he refused to complete the contract and required the return of the deposit. The defendants having refused to return the deposit, this action was brought. Inman never in fact was adjudicated bankrupt. Wills, J., held that the mere possibility of bankruptcy would prevent the vendor from completing the contract, and that therefore the plaintiff was entitled to recover the deposit. He accordingly directed the jury to find a verdict for the plaintiff. The defendants appealed, and contended that as the contract was a protected transaction under section 49 (*d*) of the Bankruptcy Act, 1883, and therefore valid, the payment made in pursuance thereof must be equally protected and valid.

THE COURT (A. L. SMITH, COLLINS, and ROMER, L.JJ.) dismissed the appeal.

A. L. SMITH, L.J., said that as the vendor did not comply with the requirements of the bankruptcy notice which was served him on the 24th

of November, he committed an act of bankruptcy on the 2nd of December. The question was whether after that the vendor was in a position to complete on the 15th of December. Time was admittedly the essence of the contract. On the 15th of December the position of the parties was this: the plaintiff had to pay the £6,250 upon being given possession, and the vendor had to execute the assignment and give a valid receipt for the purchase-money. It was said that the vendor could have conveyed because there was no bankruptcy and no trustee appointed. In his lordship's opinion, as the conveyance would be taken with notice of an available act of bankruptcy, if bankruptcy had followed upon it the trustees could have intervened. As regards the purchase-money, if that had been paid after notice of the act of bankruptcy, and bankruptcy had followed upon it, the trustee could have claimed the money over again. Section 49 of the Bankruptcy Act, 1883, would not protect such a payment. Though the contract was before the act of bankruptcy, neither the conveyance nor the payment of the purchase-money would be protected, the purchaser at the time of the conveyance and payment having notice of the act of bankruptcy. The vendor therefore was not in a position on the 15th of December to give a valid receipt and complete the transaction.

COLLINS, L.J., concurred. At first he was impressed with the case of *Re Scheibler, Ex parte Holthausen* (L. R. 9 Ch. 722, at p. 727), where James, L.J., said that "in this country, in an English bankruptcy the trustee stands exactly in the same position as the bankrupt himself stands in, and therefore his trustee is bound to perform the contract in exactly the same way as he himself was bound to perform it." But the Lord Justice was there dealing merely with the right of the purchaser to have a conveyance of the property, and upon looking at the case more closely one saw that it did not conflict with *Re Pooley, Ex parte Rabbidge* (26 W. R. 646, 8 Ch. D. 367). The purchaser as a condition of getting the property would have to pay the purchase-money, and if he had paid it to the vendor he would have had to pay it again to the trustee if the vendor had been made bankrupt, because as James, L.J., said in *Re Pooley, Ex parte Rabbidge*, "it is the purchaser's misfortune that he has paid the money to a person who had then ceased to be the owner of the property. But that can give him no equity to take the property away from the real owner without paying him for it." The position of the purchaser was this: he could have, in the event of the vendor's bankruptcy, insisted upon having a conveyance upon paying the trustee the purchase-money, and if he had already paid it, he must pay it again. Therefore the vendor was not in a position on the 15th of December to complete and could not give a clear receipt for the purchase-money.

ROMER, L.J., agreed. Section 49 did not protect the conveyance or the payment made with notice of an act of bankruptcy in pursuance of a protected contract.—COUNSEL, *W. Ellis Hill; Robert Wallace*, Q.C., and *J. W. S. Kay*. SOLICITORS, *Gush, Phillips, Walters, & Williams; Browne & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **RHOADES.** *Ex parte* **L. RHOADES.** Wright, J. 23rd Jan.; 29th March.

BANKRUPTCY — ADMINISTRATION OF THE ESTATE OF A PERSON DYING INSOLVENT—EXECUTOR'S RIGHT OF RETAINER—BANKRUPTCY ACT, 1883, s. 125.

This was a motion by Mrs. L. Rhoades for a declaration that she was entitled as executrix of her husband, who had died insolvent, to retain out of his estate sufficient funds to pay herself the moneys owing to her by her husband at the date of his death. Upon the death of her husband, Mrs. Rhoades, as executrix, opened an account in her own name at Glyn's Bank, collected the estate and paid the proceeds into that account. Upon the 11th of July, 1898, she received notice that a petition had been presented for the administration of her husband's estate in bankruptcy. A receiving order was made upon that petition, and the official receiver applied to the bankers for payment to him of the amount standing to Mrs. Rhoades' credit as executrix. The bankers refused to hand over the money without authorization from Mrs. Rhoades. The official receiver thereupon applied to her, and she, acting under the advice of her solicitor, gave him a cheque for the balance standing to the credit of the account; and upon the 9th of August she sent in a proof for what she then believed to be the amount of her debt—viz., £1,040 8s. 5d. Shortly afterwards she discovered that the real amount of her debt was £604 3s. 4d., and was advised that as executrix she had a right of retainer. Consequently, on the 15th of August she withdrew her proof and applied to the official receiver to recognize her right of retainer. He refused to do so because she had voluntarily paid the money she had collected for the estate over to him, whereupon she made the present application. It was contended on her behalf that as she had paid over the money under a mistake of law she had not lost her right of retainer, and that according to the practice in the Chancery Division an executor did not lose his right of retainer by payment into court in an administration suit. The official receiver argued that payment into court in the Chancery Division did not divest the executor of the property of the deceased, but that where an administration order was made in bankruptcy the property was thereupon vested in the official receiver, and divested from the executor: Bankruptcy Act, 1883, s. 125, sub-section 5.

THE COURT reserved judgment.

March 29.—WRIGHT, J., held that the applicant was entitled to exercise her right of retainer, and made an order that the trustee should pay over to her the amount claimed, the costs of the motion to come out of the estate.—COUNSEL, *Reed*, Q.C., and *Rolt; Whinney*. SOLICITORS, *Thomson, Brooks, & Danby; Adams & Adams*.

[Reported by P. M, FRANCKE, Barrister-at-Law.]

Re **GIEVE (Trading as SHAW)** *Ex parte* **MRS. L. E. A. SHAW** *v.* **MASON.** Wright, J. 21st, 23rd, and 29th March.

BANKRUPTCY—PROOF—POSTPONEMENT—SALE OF GOODWILL IN CONSIDERATION OF AN ANNUITY—PARTNERSHIP ACT, 1890, ss. 2 (3) (e), 3.

This was an appeal by a creditor against the rejection of her proof by the trustee. In March, 1892, Mrs. Shaw, the creditor, sold the goodwill of her deceased husband's business to the bankrupt Gieve and a Mr. Willis, who died some years before the bankruptcy of Gieve, for the consideration (*inter alia*) of an annuity of £2,650, not specified to be payable out of the profits of the business. Upon Gieve becoming bankrupt, Mrs. Shaw valued her annuity, for the purposes of proof, at £29,000. The trustee rejected her proof upon the grounds (*inter alia*) that the annuity was a portion of the profits of the business within the meaning of section 2 (3) (e) of the Partnership Act, 1890, and must, by virtue of section 3 of the Partnership Act, be postponed until all the other creditors should have been paid in full. It was also contended for the trustee that the value at which the annuity had been estimated was grossly excessive.

THE COURT reserved judgment.

March 29.—WRIGHT, J., held that section 3 of the Partnership Act, 1890, applied, and that the proof of Mrs. Shaw must be postponed until all other creditors should have been paid in full.—COUNSEL, *Muir Mackenzie* and *G. Cave; Reed*, Q.C. and *Carrington*. SOLICITORS, *Slack, Edwards, & Co.; Ingle, Holmes, & Co.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Winding-up Cases.

BRITISH GOLDFIELDS OF WEST AFRICA (LIM.). Wright, J. 22nd March.

COMPANY — WINDING UP — COSTS OF PROCEEDINGS COMMENCED BEFORE WINDING UP—PAYMENT THEREOF BY LIQUIDATOR.

Application by certain shareholders of the company that the costs incurred by them in proceedings taken before the winding up for the purpose of having their names removed from the register of shareholders might be paid by the liquidator. These shareholders had applied for shares on the faith of representations contained in the prospectus of the company and had, after allotment, commenced proceedings against the company for the purpose of having their names removed on the ground of misrepresentation. Fifty-six shareholders commenced proceedings against the company—two of these actions were proceeded with, the other fifty-four consenting to postpone their claims till these two cases had been settled. These two actions were successful, and these two shareholders names were ordered to be removed from the register. Before, however, the other fifty-four could proceed with their actions, a petition was presented and a compulsory winding-up order was made against the company. The liquidator admitted their right to have their names removed from the register, and admitted the liability of the company to repay the money they had given for their shares. They now claimed the right to be repaid the costs they had incurred in the actions commenced when the company was a going concern. This the liquidator opposed on the ground that the bankruptcy rule applied to a winding up, and that costs incurred in proceedings before bankruptcy cannot be proved for, and that therefore the applicants were not entitled to add such costs to the amount of their debt.

WRIGHT, J., held that it must have been part of the arrangement that these parties should not be in a worse position as to costs, by postponing their claims till after those two suits had been decided, than if they had prosecuted them; and that the liquidator or official receiver might add to the debt the costs incurred before winding up, where on the merits it appeared desirable to do so.—COUNSEL, *Kenyon Parker; Gore Brown*. SOLICITORS, *Wyatt, Digby, & Co.; Chester & Sons*.

[Reported by C. W. MEAD, Barrister-at-Law.]

Re **RAYNES PARK GOLF CLUB (LIM.).** *Ex parte* **THE OFFICIAL RECEIVER AND LIQUIDATOR** *v.* **THE OVERSEERS OF MERTON.** Wright and Bigham, JJ. 27th March.

COMPANIES WINDING UP—ORDER AGAINST OFFICIAL RECEIVER FOR PAYMENT OF COSTS PERSONALLY—RIGHT OF APPEAL.

This was an appeal against a decision of his Honour Judge Lushington in the county court at Croydon. The respondents, the overseers of Merton, moved in the county court at Croydon for the payment to them by the official receiver and liquidator of certain rates owing to them by the Raynes Park Gold Club (Limited). The learned judge made the order asked for, and being apparently of opinion that there had been misconduct on the official receiver's part in not paying over the rates as soon as they were demanded, ordered that officer to pay the costs of the motion out of his own pocket. The official receiver appealed against so much of the order as directed that he should pay the costs personally, and the case was heard (by special leave) by the Divisional Court sitting in Bankruptcy. On the hearing of the appeal it was contended by the appellant's counsel that there was no evidence whatever of misconduct on his part. The respondents objected that no appeal lay on a question of costs alone.

WRIGHT, J.—The ordinary rule is that appeals lie only on matters of law, and that appeals do not lie on questions of costs unless there is some matter of principle involved. I think, however, that this may be treated as an appeal on a matter of law. An order against the

official receiver for the payment of costs personally is equivalent to a declaration that that officer has been guilty of misconduct. In this case there was no evidence of misconduct whatever, and the appeal must be allowed.

BIGHAM, J., concurred. Appeal allowed; leave to appeal refused.—COUNSEL, *Muir Mackenzie; Archer White.* SOLICITORS, *The Solicitor to the Board of Trade; Bryson & White.*

[Reported by P. M. FRANCKE, Barrister-at-Law.]

LAW SOCIETIES.

ASSOCIATED PROVINCIAL LAW SOCIETIES.

Minutes of the annual meeting of the above societies, held at the Law Institution, Chancery-lane, London, on Friday, the 24th of March, 1899, Mr. C. E. Stevens, of Liverpool, in the chair.

Present, the undermentioned societies, represented as follows: The Birmingham Incorporated Law Society, Mr. C. T. Saunders and Mr. Walter Barrow; the Nottingham Incorporated Law Society, Mr. H. H. Carter and Mr. Arthur Barlow; the Liverpool Incorporated Law Society, Mr. C. E. Stevens and Mr. C. H. Morton; the Bristol Incorporated Law Society, Mr. C. E. Barry; the Newcastle-upon-Tyne Incorporated Law Society, Mr. Robert Pybus; the Shropshire Law Society, Mr. Rowland T. Hughes; the Berks, Bucks, and Oxfordshire Incorporated Law Society, Mr. D. H. Witherington and Mr. W. Peppercorn; the Somerset Law Society, Mr. J. E. W. Wakefield and Mr. George H. Kite; the Herefordshire Incorporated Law Society, Mr. J. R. Symonds; the Derby Law Society, Mr. T. W. Coxon; the Gloucestershire and Wiltshire Incorporated Law Society, Mr. H. Bevir; the Kent Law Society, Mr. S. H. King; the Manchester Incorporated Law Association, Mr. R. W. Williamson; the Chester and North Wales Incorporated Law Society, Mr. Richard Farmer; the Hampshire Incorporated Law Society, Mr. Montague W. Edwards. Thomas Marshall, hon. sec.; C. H. Morton, hon. assistant sec.

1. The accounts for the year 1898 were presented, and having been duly audited by Mr. R. Pybus, of Newcastle, and Mr. G. H. Kite, of Taunton, were confirmed and adopted.

2. Mr. Thomas Marshall and Mr. C. H. Morton were re-elected hon. sec. and assistant hon. sec. respectively.

The subscription of members was fixed for the year 1899 at the same rate as for the previous year.

The hon. sec. reported that the Bradford, South Durham and North Yorkshire, Goole, Halifax and Yorkshire Law Societies had ceased to be members since the date of the last annual meeting, and that the present number of members was forty-five.

3. *Professional Etiquette.*—Mr. C. E. Barry, on behalf of the Bristol Law Society, withdrew the resolution on the above subject of which notice had been given.

4. *London Government Bill, Clause* 24.—This matter was referred to, and it appearing that the circular letter of the hon. sec., dated the 9th of March, 1899 (minutes, p. 625), had been very generally responded to and that local members of Parliament had been communicated with, no further resolution was proposed.

5. *County Court Rules, March*, 1899.—The hon. sec. stated that these rules were in print, but not yet issued, and that when issued they would be circulated for the purpose of being considered by the members of the association at a meeting to be summoned for that purpose.

6. *Adjudication of Deeds through the Post.*—The hon. sec. reported that a deputation consisting of the following societies and representatives: Liverpool, Mr. C. E. Stevens (president), Mr. C. H. Morton; Birmingham, Mr. Russell (president); Manchester, Mr. R. W. Williamson; Bristol, Mr. Barry; Chester and North Wales, Mr. Farmer (secretary); Nottingham, Mr. A. Barlow, (secretary); Kent, Mr. S. H. King (president); Plymouth, Mr. Wolferstan (president); Berks, Bucks, and Oxfordshire, Mr. W. Peppercorn; Somerset, Mr. Kite (president); Worcester and Worcestershire, Mr. J. H. Yonge; Blackburn, Mr. Fox (ex-president); Newcastle-on-Tyne and Bolton, Mr. Marshall (hon. sec. A.P.L.S.), had been received by the Chancellor of the Exchequer on the previous day, Mr. Warr, M.P., of Liverpool, kindly accompanying them, when the case of the association was stated by Messrs. R. W. Williamson, C. E. Stevens, R. E. Fox, and C. E. Barry, and that Mr. C. H. Morton had replied to some objections of the chairman and solicitor of the Board of Inland Revenue, who were in attendance. The Chancellor of the Exchequer promised that consideration should be given to the views of the deputation.

Stamps.—The assistant hon. sec. read a letter from the chairman of the Board of Inland Revenue dated the 22nd of March, a copy of which accompanies these minutes. He pointed out that the letter shewed that no progress whatever had been made in the matter, and that the only remaining course seemed to be to get the Incorporated Law Society to bring a test case under each of the disputed sections of the Stamp Act.

7. *County Court Jurisdiction.*—Mr. Pybus, on behalf of the Newcastle-upon-Tyne Society, moved the resolutions of which notice had been given (see minutes, p. 629), stating that he did not ask for an immediate discussion on the subject. The resolutions having been seconded by Mr. Saunders, of Birmingham, on the motion of Mr. Barlow, of Nottingham, and Mr. Morton, it was resolved: "That the matter be adjourned to a future day, and that members be requested to consider it in the meantime." A vote thanks to the chairman concluded the business of the meeting.

The following is the letter referred to in the above minutes:—

[COPY.]

"Board Room, Inland Revenue,
Somerset House,
22nd March, 1899.

"SIR,—Mr. Murray's withdrawal from this board has, I fear, delayed consideration of the draft clauses relating to stamp duties on transfers of mortgage and other documents, which were forwarded with your letter of the 3rd of February.

"I have only within the last day or two been able to look into the matter, and as I notice you are anxious for an indication of the board's views, I write to say that I do not see any prospect of the board's being able to give their assent to any of the suggested clauses. They go very much beyond the scope of the legislation that was indicated in the letter written to you by Mr. Murray's direction on the 1st of December last, as being, in his opinion, open to consideration; and they amount to a good deal more than a mere declaration of the law as interpreted by the courts on the several points referred to. If there is to be legislation I consider it must be strictly confined to this, that in each of the cases 1, 2, and 4 in the printed memorandum of the Council of the Incorporated Law Society, dated the 4th of March, 1898, a clause should be introduced into the Finance, or other suitable Bill, declaring the law to be as laid down by the court or the board respectively, and going on to declare those instruments to be duly stamped which were stamped prior to change of practice.

"At the same time, speaking for myself, I confess I am not convinced that there is any sufficient reason for legislation. There may be isolated cases of hardship, but we seem to have no evidence of such, and I should have thought that any difficulty likely to arise could be sufficiently met by the power of the board to remit penalties in cases where an additional stamp is required. This power they would certainly always exercise where the additional stamp is necessitated by a change of practice, and it seems to me that an assurance to this effect, if formally given, and duly published, would obviate any need for legislation.

"I am, sir,
Yours faithfully,
"(Signed) H. W. PRIMROSE.

"E. W. Williamson, Esq.,
"Law Society's Hall."

THE BAR COUNCIL.

The annual statement issued by this body contains the following as to motions in the Chancery Division.

The report of the special committee of the Incorporated Law Society is as follows: "The committee have taken into consideration the motion unanimously passed at the special general meeting of the society on the 29th of April, 1898, to the effect that the interests of suitors and the due administration of justice require that motions in the Chancery Division should be set down in a list, and be taken in the order in which they appear in such list, no precedence being given to the leaders of the bar. This resolution is a repetition of resolutions passed on several occasions in which the council have concurred. The committee recommend that the subject should again be brought to the notice of the Lord Chancellor, with a request that he will give it his consideration, inasmuch as the uncertainty when a motion will be made under the present practice involves serious inconvenience to the public and the profession." Your committee being divided as to the recommendations to be made to the council, a sub-committee of members of the council familiar with the practice in the Chancery Division was appointed to consider the subject and give reasons for the retention of the present system. These reasons will be found in the report of this sub-committee annexed hereto. Your committee has further considered the matter, and finds that there exists among the juniors in practice at the Chancery bar a practically unanimous opinion against making any change. Under these circumstances, your committee are unable to recommend that the council should concur with the Incorporated Law Society, or take any steps to bring about any change in the system of hearing motions at present existing in the Chancery Division.

The following is the report of the sub-committee appointed to consider and report *re* listing of motions in the Chancery Division: The sub-committee is of opinion that it would be inexpedient and inadvisable to set down motions in the Chancery Division in a list, and that such course would not be advantageous either to the public or the profession, for the following reasons: (*a*) The great majority of motions are not and cannot be effective on the day for which notice is given. Any list would accordingly be misleading, both as to the number of cases to be dealt with and the length of time likely to be occupied by them. (*b*) The list would only be of practical use if strictly adhered to, and if strictly adhered to would necessitate the constant attendance in court of every counsel briefed on a motion in such list until his case was reached. Otherwise serious risk would be incurred of the motion being called on and struck out, owing to the absence of counsel, who might probably be concerned in another motion listed in another court. (*c*) In the case of a junior with motions in different courts, the present system affords facilities for ensuring that no motion in which he is briefed without a leader shall be brought on in his absence. If the proposal of listing motions were adopted, these facilities would be lost, and litigants would be further exposed to the risk indicated above in paragraph (*b*). (*d*) Every motion, however pressing in character, would have to take its place in the list, and would be liable to be blocked by any lengthy motion which might be in front of it. (*e*) Under the existing system a litigant can always ensure the immediate hearing of a really pressing motion by briefing Queen's Counsel with precedence in the

court. The proposed alteration would deprive litigants of this advantage without in any way securing them against the danger of their motion not being heard on the requisite day. In fact this danger would in all likelihood be increased, because a pressing motion is usually one for which "short notice" has been given, and such motion would accordingly occupy a position low down in any list. (*f*) Under the present system many motions are disposed of (for the day, at least) by arrangement between counsel, and, in many instances, without the necessity of mentioning the matter to the judge. A list would necessitate each case therein being mentioned in its turn to the judge, and the counsel, solicitors, and parties concerned in any motion which had been disposed of by arrangement would be detained in court until such motion was called on.

THE WAKEFIELD INCORPORATED LAW SOCIETY.

The annual general meeting of members was held at the Law Library on the 23rd of February.

Present: Mr. Chalker (vice-president) in the chair. Messrs. Townend, Plews, Cooke, Haworth, Woodhead, Askren, Briggs, and Mackie.

Letter of apology for absence read from the president.

The notice convening the meeting, and the report of the committee were taken as read. The treasurer's accounts were presented.

Proposed by Mr. Plews, seconded by Mr. Townend, and resolved: "That the report of the committee and the treasurer's accounts be accepted, and that the same and the president's address be printed and circulated amongst the members."

Proposed by the Chairman, seconded by Mr. Cooke, and resolved: "That for the current year the treasurer do pay out of the funds of this society to the Incorporated Law Society of the United Kingdom the subscription of each member of this society, so as to qualify him as a member of the Incorporated Law Society."

Proposed by Mr. Briggs, seconded by Mr. Plews, and resolved: "That Mr. Chalker be elected president for the current year."

Proposed by Mr. Woodhead, seconded by Mr. Askren, and resolved: "That Messrs. W. Townend and J. Moxon be elected vice-presidents for the current year."

Proposed by Mr. Haworth, seconded by Mr. Cooke, and resolved: "That Mr. Arthur D. Smith be re-elected honorary treasurer for the current year."

Proposed by the Chairman, seconded by Mr. Townend, and resolved: "That Messrs. Basil S. Briggs and E. Dacre Mackie be re-elected joint honorary secretaries for the current year."

Proposed by Mr. Askren, seconded by Mr. Woodhead, and resolved: "That Mr. J. Charlesworth be re-elected honorary librarian for the current year."

Proposed by Mr. Townend, seconded by Mr. Plews, and resolved: "That Messrs. J. H. Askren and W. H. Burton be re-elected auditors for the current year."

The following members of the committee were then elected, viz.: Messrs. Maitland, Plews, Scott, Cooke, Haworth, T. Burton, and Greaves.

The business of the meeting was concluded by a vote of thanks to the chairman.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

Leeds Law Students' Society. — Feb. 20. — Mr. W. E. Farr, solicitor, presided.—The question for debate was: "A.'s donkey and B.'s donkey ran in an open race, with the result that A.'s donkey came in first, and B.'s donkey second out of a large number. B. then went to A. and gave him £5 to abstain from starting his donkey in the next race. A. accepted the money, and promised that his donkey should not run, whereupon B. backed his donkey to the amount of £20. The race was run, but A. started his donkey contrary to agreement and it again came in first, and B.'s donkey once more ran in second. B. had to pay the £20 he laid on his donkey. Is he entitled to recover anything; if so, what amount?" Mr. J. Dent supported the affirmative, Mr. D. E. Speight argued for the negative, and Mr. A. Hardwick also spoke. After an exhaustive summing up by the chairman, the question was put to the meeting, and the chairman gave his casting vote in favour of the affirmative. A vote of thanks to the chairman concluded the meeting.

Feb. 28.—Mr. G. F. Crawford, solicitor, presided.—Dr. A. E. Chapman, M.A., barrister-at-law, delivered the second of his series of lectures on "The Procedure of the Courts," this lecture being devoted to the Queen's Bench Division. At the close of the lecture a vote of thanks to both Dr. Chapman and Mr. Crawford was proposed by Mr. Clarke and seconded by Mr. Middleton. There was an attendance of twenty honorary and ordinary members, besides the chairman and lecturer.

March 7.—Mr. H. E. Clegg, solicitor, presided.—Dr. A. E. Chapman, M.A., barrister-at-law, delivered the third of his series of lectures on the "Procedure of the Courts," this lecture being devoted to the consideration of the Chancery Division. At the close of the lecture a vote of thanks was proposed to both Dr. Chapman and Mr. Clegg.

March 14.—Mr. C. C. Frank, solicitor, presided.—Dr. A. E. Chapman, M.A., barrister-at-law, delivered the last of his series of lectures on the "Procedure of the Courts," this lecture being devoted to this consideration of the Probate, Divorce, and Admiralty Division. At the close of the lecture a vote of thanks to both Dr. Chapman and Mr. Frank was proposed by Mr. London and seconded by Mr. Osborn.

March 20.—Mr. A. E. Masser, solicitor, occupied the chair.—An interesting discussion took place, in which Messrs. L. Ramsden, J. B. Clarke, G. F. Broughton, J. Dent, and A. Hardwick took part.

Birmingham Law Students' Society. — Feb. 21. — Mr. H. B. O. Pemberton presided.—A discussion took place on the following moot point: "John Smith in 1880 married Maria Brown, and became entitled in his marital right to a term of years in Whiteacre. In 1882 Smith by deed converted the term into a fee simple under the provisions of the Conveyancing Acts, 1881 and 1882. In 1897 Smith died, having devised Whiteacre away from his wife who survived him. To whom does Whiteacre pass?" Messrs. C. H. Smith, E. Walker, W. Somers, and A. S. Wearing contended that the estate passed under the devise; whilst Messrs. F. H. Argyle, H. Joy, W. Martin, A. H. McBean, H. Eaden, and A. H. Smith contended that it went to the wife. The question was decided in favour of the property passing to the wife by 14 votes to 6.

March 7. — Mr. Cecil Crosskey presided. — The moot discussed was: "That trial by jury should be abolished in civil cases." Messrs. W. Somers, G. Slater, F. Yardley, G. J. G. Botteley, and A. H. McBean spoke in favour of the affirmative, whilst Messrs. J. W. Hallam, S. Aviss, H. M. Osborne, S. J. Grey, T. Priest, H. Eaden, and H. Flude spoke in favour of the negative. The point was decided in the affirmative by nine votes to eight.

March 21.—Mr. V. Graham Milward presided.—The following moot point was discussed: "That stipendiary magistrates should be appointed in the place of justices of the peace." Messrs. H. Eaden, W. H. Lakin Smith, A. H. McBean, H. L. Lester, C. E. Parish, and S. P. P. Eaden spoke in the affirmative, and Messrs. L. T. C. Meek, G. C. Pearson, H. M. Foster, W. Somers, W. Martin, and J. W. Hallam in the negative. The moot was decided in the negative by six votes to five.

Law Students' Debating Society.—Feb. 21.—Chairman, Mr. C. A. Anderson.—The subject for debate was: "That this society disapproves of the policy of the Government as disclosed in the Queen's Speech." Mr. Robert Steven opened in the affirmative; Mr. A. E. Clarke opened in the negative. The following members also spoke: Messrs. J. Z. M. Hamilton, Broadbent, Balliol E. Scott, W. S. Parsons, G. S. Seaton, J. D. A. Johnson. Mr. Steven replied. The motion was carried by the casting vote of the chairman.

Feb. 28.—Chairman, Mr. Alfred Hildesheimer.—The subject for debate was: "That the case of *Bence* v. *Shearman* (1898, 2 Ch. 582) was wrongly decided." Mr. Neville Tebbutt opened in the affirmative; Mr. Hamilton Fox seconded in the affirmative. Mr. A. Dickson opened in the negative; Mr. G. S. Seaton seconded in the negative. The following members also spoke: Messrs. C. A. Anderson, Cornock, Eustace Jones, J. A. Johnson, G. B. Brooke, E. P. Lewis, Tyldesley Jones, R. A. Gordon, J. R. Smith, G. G. Baily. The motion was lost.

March 7.—Chairman, Mr. J. S. Wilkinson.—The subject for debate was: "That this society approves the Money-lending Bill introduced by Lord James." Mr. Frank Stevens opened in the affirmative. Mr. J. L. M. Hamilton opened in the negative. The following members also spoke—in the affirmative: Messrs. A. W. Watson, Haseldine Jones, H. Stidson Broadbent; in the negative: Messrs. Melliar Smith, Rupert Blagden, P. S. Solomon, James R. Smith, G. G. Baily. The motion was carried by six votes.

March 14.—Chairman, Mr. G. H. Daniell.—The subject for debate was: "That the case of *Re Wasdale, Brittin* v. *Partridge* (1899, 1 Ch. 163) was wrongly decided." Mr. Archibald Hair opened in the affirmative; Mr. J. D. A. Johnson seconded in the affirmative. Mr. W. M. Woodhouse opened in the negative; Mr. R. A. Gordon seconded in the negative. The following members also spoke—in the affirmative: Messrs. William Bennett, A. W. Watson; in the negative: Mr. Arthur E. Clarke. The motion was lost by eight votes.

March 21.—Chairman, Mr. Neville Tebbutt.—The subject for debate was: "That this society approves of legislation making the receipt of an illicit commission a criminal offence." Mr. J. D. A. Johnson opened in the affirmative; Mr. Rupert Blagden opened in the negative. The following members also spoke—in the affirmative: Messrs. A. H. Richardson, G. H. Daniell, Bromson; in the negative: Mr. J. Oddy. The motion was lost by seven votes to five.

March 28.—Chairman, Mr. Frank Stevens.—The subject for debate was: "That the case of *Lyons* v. *Wilkins* was wrongly decided." Mr. C. A. Anderson opened in the affirmative; Mr. G. G. Baily seconded in the affirmative. Mr. James Brennan opened in the negative; Mr. G. H. Daniell seconded in the negative. The following members also spoke: Messrs. Parsons, Watson, and Oddy. The motion was lost by six votes.

In the course of a case before the Divorce Division last week, counsel, says the *Times*, produced a certificate from the India Office, which he submitted was evidence of a valid marriage in India. In a recent case *Westmacott* v. *Westmacott*, 18th of February, 1899, Mr. Justice Gorell Barnes had accepted such a certificate under the seal of the Secretary of State for India. The President: You are probably aware that Lord Justice Collins has held the reverse—when trying a bigamy case—on the ground that the seal on the certificate does not "purport" to be the seal of the Secretary of State for India. Counsel: Of course in a criminal case the strictest proof must be be given. Here, however, it is merely a question of practice. The evidence was admitted.

LEGAL NEWS.

OBITUARY.

We regret to record the death, on Good Friday, of Mr. JOHN FENWICK, solicitor, of North Shields, in his ninetieth year. He was descended from a family which has been settled in the parish of Tynemouth for 270 years. He was educated at Whitton School and afterwards in Edinburgh. He served his articles in the offices of Messrs. Donkin & Stable, solicitors, of Newcastle. In the same office serving their articles at the same time were Lord Armstrong, the late Mr. John Theodore Hoyle, and Mr. Robert Gully. Mr. Fenwick was admitted in 1835, and at the time of his death was one of the oldest solicitors in England. He settled at North Shields, and continued in practice there until about five years ago. Mr. Fenwick took an active interest in the volunteer movement, and was captain of the 1st Northumberland Volunteer Rifles, and remained in the corps until it was disbanded. He was joint clerk to the Northumberland County Justices for the Tynemouth Division together with Mr. Richard Barker, and on their retirement some years ago, the chairman of the bench paid a well-merited tribute to their services. In his professional career, says a local journal, he was much esteemed, and was looked up to by all the members of his profession as the soul of honour. On the 27th of February, 1890, Mr. and Mrs. Fenwick celebrated their golden wedding amid the congratulations of many friends.

APPOINTMENTS.

Messrs. ERNEST BEVIR and EDWARD DALTON, solicitors, have been appointed Directors of the Law Reversionary Interest Society (Limited).

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

ROBERT SPENCE WATSON, FREDERICK WALTER DENDY, and WILLIAM SPELMAN BURTON, solicitors (Watson, Dendy, & Burton), Newcastle-upon-Tyne. March 31. So far as regards the said Frederick Walter Dendy. The said Robert Spence Watson and William Spelman Burton will carry on the business under the same style or firm. [*Gazette*, April 4.

GENERAL.

Mr. Justice Barnes is stated to have practically recovered from his indisposition.

According to the *Critic*, it is possible to effect an insurance at Lloyd's against an adverse judgment in the law courts, whether it be a court of first instance or on appeal. This sort of thing, it is stated, is done every day.

The International Law Association will hold its 18th conference at the City of Buffalo, in the State of New York, on the 31st of August, and the 1st and 2nd of September, in connection with the annual meeting of the American Bar Association, which takes place in that city on the 28th, 29th, and 30th of August.

According to a return presented to the House Commons shewing the net receipt of estate duty from each class of estates in the year ended the 31st of March, 1898, the total received was £11,911,633, of which about 5½ millions was obtained from estates not exceeding £75,000, the balance being derived from larger estates. The settlement estate duty yielded £336,999.

The *Times*, in a leading article on the 31st ult., taking up the line of our recent article, says "A few years ago the Rule Committee took in hand the reform of the rules of procedure; and we heard that several persons of skill and experience had set to work to reduce to order and reasonable compass the chaos of regulations which have accumulated since 1875. Afterwards we were told that the revisers had completed their labours. What has become of the draft, and what have the Rule Committee done with it? Apparently nothing. What is likely to come of it? Apparently as little. It is now clear that the procedure introduced in the end of 1897 needs amendment. It has proved inapplicable to the Chancery Division and is there a dead letter. Imperfections have come to light; contradictions between the new and the old order puzzle practitioners. As to the needful amendments there is virtual agreement. What is being done to remove these imperfections? Apparently nothing. And there is ample excuse in the fact of the daily work of the courts being enough to tax the strength of the present judges, each of whom does twice or three times as much as a member of the Scotch or Irish bench."

In an article in Tuesday's *Times* on the progress of Siam, it is stated that the reform of the Law Courts is almost complete, and excellent work is now done in the Royal Courts of Justice under the Minister for Justice, Prince Rabi, a son of the King, who is a barrister-at-law of the Middle Temple. The three special Courts created to clear up the arrears of work and purge the prisons of the thousands of prisoners suffering unjust confinement have completed their task, and for the first time in Siam justice and clemency are extended to every prisoner alike. The Chief Judge of the Criminal Court, Khoon Luang Ohya Kraisee, was called to the bar at the Middle Temple. The Attorney-General is a clever advocate from Ceylon—a British subject. Prince Rabi has organised a law school, and himself gives lectures. Students finally successful in their examinations are drafted into the provinces. Belgian legal advisers sit in the Civil Court, in the Appeal Court, and in the Privy Council. Formerly the Privy Council was held within the palace walls, being, in effect, an appeal to the king himself, but now the court is held in the Courts of Justice, and parties or their counsel are allowed to appear and argue. Formerly all sentences had to be confirmed by the king; now only death-sentences come before the king. Smaller courts have also Belgian legal advisers attached to them. In the International Court all arrears have been overtaken. Cases are disposed of with punctuality. In the gaol where prisoners awaiting trial are confined there are now some 300 inmates only where before there were as many thousands.

The Bank of England are authorized to receive tenders on Monday, the 10th of April, for an issue of Birkenhead Corporation Two-and-Three-Quarters per Cent. Redeemable Stock sufficient to raise the sum of £250,000 sterling. The minimum price of issue is 97. The first dividend, being a full six months' interest, will be payable on the 1st of October, 1899. The stock must be redeemed at par on the 29th of March, 1959. It may, however, be redeemed at par, at the option of the corporation, on or after the 29th of March, 1919, on six months' notice.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, April 10	Mr. Church	Mr. Leach	Mr. King
Tuesday 11	Greswell	Godfrey	Farmer
Wednesday 12	Church	Leach	King
Thursday 13	Greswell	Godfrey	Farmer
Friday 14	Church	Leach	King
Saturday 15	Greswell	Godfrey	Farmer
	Mr. Justice Kekewich.	**Mr. Justice Byrne.**	**Mr. Justice Cozens-Hardy.**
Monday, April 10	Mr. Carrington	Mr. Jackson	Mr. Beal
Tuesday 11	Lavie	Pemberton	Pugh
Wednesday 12	Carrington	Jackson	Beal
Thursday 13	Lavie	Pemberton	Pugh
Friday 14	Carrington	Jackson	Beal
Saturday 15	Lavie	Pemberton	Pugh

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR EASTER SITTINGS, 1899.

A to F—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Macdonell; Tuesdays, Thursdays, and Saturdays, Master Butler.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

A to F—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own room, No. 181, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

G to N—All applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before him in his own room, No. 175, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 114, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the Master sitting in Chambers, and will be called over by the attendant on the respective rooms far a first and second time at 11.30, and will be dealt with by the Master in the same manner as if they were returnable at Chambers.

BY ORDER OF THE MASTERS.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

April 11.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2, a Freehold Ground-rent of £780 per annum, amply secured upon important modern Shop and Office Premises in Poultry, City of London, covering a total ground area of about 2,930 square feet, with reversion in about 47½ years to the rack-rents, which are now estimated at £2,750 per annum. Solicitor, G. K. Wright, Esq., London. (See advertisement, April 1, p. 5.)

April 12.—Mr. ALFRED RICHARDS, at the Mart, at 2, in Lots (by order of the Directors of the Alliance and Dublin Consumers' Gas Co.), £18,370 Four per Cent. Perpetual Debenture Stock. (See advertisement, this week, p. 4.)

April 13.—Messrs. C. C. & T. MOORE, at the Mart, at 2—Camberwell: The Freehold Beer-house, known as the Red Lion; let on lease at £32 per annum. Farringdon-street: Freehold Public-house, the One Tun, Great Saffron-hill; at present let on lease at £150 per annum. Holborn: The Freehold 9-roomed House and Shop; let at £45 per annum. 159, 161, and 163, Camberwell New-road. Stockwell: Freehold Houses; let at rents amounting to £201 12s. per annum. Solicitors, Messrs. Crossman, Prichard, & Co., London; and Messrs. Carter & Barber, London.—Stepney: Freehold Dwelling-houses; let at £78 per annum. Leaseholds; let at £80 12s. per annum. Solicitors, Messrs. Leslie, Antill, & Arnold, London.—St. George's: Five Leaseholds; let at £156 per annum. Solicitors, Messrs. Harris & Chetham, London.—Bromley-by-Bow: Dwelling-houses; let at £240 10s. per annum. Solicitors, Messrs Boulton & Co., London. (See advertisement, this week, back page.)

RESULTS OF SALES.

Messrs. H. E. FOSTER & CRANFIELD were successful in finding purchasers for the majority of their Lots, consisting of Reversions, Life Interests, Life Policies, and Shares,

at the Mart, Tokenhouse-yard, E.C., on Thursday last, the total of the sale being £7,771 5s.:

REVERSIONS:		£
Absolute to Two-thirds of £8,375; lives 52 and 57	Sold	1,785
Absolute to One-twelfth of £48,998; life 53	,,	1,850
Absolute to £500; life 56	,,	245
LIFE INTERESTS:		
In £121 per annum; life 37	,,	1,050
In £70 per annum; life 43	,,	730
LIFE POLICIES:		
For £200; life 75; bonus additions £160 19s.	,,	270
For £3,000, life 61; bonus additions £1,000 3s. 8d.	,,	1,815
SHARES:		
Gas Lighting Improvement Co, Limited: 70 Ordinary £1, fully paid	,,	£26 5s.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLACKPOOL ICE CO, LIMITED—Creditors are required, on or before Tuesday, May 16, to send their names and addresses, and the particulars of their debts or claims, to F. Hilditch, 5, Cook st, Liverpool. Berry, Liverpool, solor for liquidator

CHELTENHAM CONSERVATIVE CLUB CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Newman Burfoot Thoyts, The Abbots, Cheltenham, and Edward Leighton Baylis, 3, Essex pl, Cheltenham

EASTON, ANDERSON, & GOOLDEN, LIMITED—Creditors are required, on or before May 9, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury

ELECTRICITY, LIMITED—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to Percy Warnford Davis, 61½, Fore st. Kerly & Co, 14, Gt Winchester st, solors for liquidator

LAW PROPERTY ASSURANCE AND TRUST SOCIETY—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to John Phillips Mead, 2, King's Bench-walk, Temple.

MINES ACQUISITION AND DEVELOPMENT CO, LIMITED—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their demands or claims, to A. W. Smith, 22, Gt Winchester st. Keddey & Co, 9, Fenchurch st, solors to liquidator

NEW LIVERPOOL PALACE OF VARIETIES, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts and claims, to William Alexander Thomson, 2 and 3, West st, Finsbury circus

PATENT COUNTING AND REGISTERING APPLIANCES SYNDICATE, LIMITED—Petn for winding up, presented March 28, directed to be heard April 12. James, 9, Quality ct, Chancery ln, solor for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of April 11

POTTER'S PATENT SHEEP AND CATTLE BRANDING MACHINE, LIMITED—Petn for winding up, presented March 23, directed to be heard April 12. Devonshire & Co, 1, Frederick's pl, Old Jewry, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of April 11

RICHARD STEPHENSON, LIMITED—Creditors are required, on or before May 8, to send their names and addresses, and the particulars of their debts or claims, to John Stubbs and William Crossman Spencer, 41, North John st, Liverpool. Bradley, Liverpool, solors to the liquidators

VIMBOS, LIMITED—By an order made by Wright, J., dated March 22, it was ordered that the voluntary winding up of Vimbos, Limited, be continued. Drake & Co, 24, Rood lane, solors for petitioners

W. TANSLEY & CO, LIMITED (Water lane, Leeds, Ironfounders) (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to John Freeman Dyson, 7, New st, Huddersfield

FRIENDLY SOCIETY DISSOLVED.

EASTON PROVIDENT AND INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, Easton, Suffolk. March 23

London Gazette.—TUESDAY, April 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BALLINTOGHER QUARRIES CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Bingham, 11, Victoria st, Westminster. Lake & Lake, 10, New sq, solors for liquidator

CHINESE CORPORATION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph George Coldwells, 29, Bishopsgate st Within. Burn & Berridge, 11, Old Broad st, solors for liquidator

LEECHDALE RHODESIAN DEVELOPMENT CO, LIMITED—Creditors are required, on or before Saturday, June 17, to send in their names and addresses, and the particulars of their debts or claims, to William Joseph Pattison, 6, Drapers' gdns. Batchelor & Cousins, Brook House, Walbrook, solors for liquidator

T. C. HORNER & CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Thomas Frederick Armstrong, Prudential bldgs, Park row, Leeds. Lupton & Fawcett, solors to liquidator

FRIENDLY SOCIETIES DISSOLVED.

SUNDRIDGE WORKING MEN'S CLUB AND INSTITUTE, Sundridge, Kent. March 23

RHOSYN GLAN FFRWD LODGE, MANCHESTER UNITY FRIENDLY SOCIETY, Talywain nr, Pontypool, Monmouth. March 23

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 31.

ATKINSON, MAHALA, Pratt st, Camden Town April 29 Scott v Mitchell, Kekewich, J Beard & Sons, Basinghall st

IANSON, JOHN FREDERICK, Wakefield, Solicitor April 28 Moodie v Ianson, Kekewich, J Chalker, Wakefield

THOMPSON, STEPHEN CHESTERS, Manchester May 6 Hetherington v Thompson, Registrar, Liverpool Broadsmith & Stead, Manchester

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette—TUESDAY, March 14.

BASKILL, JAMES, Leicester, Licensed Victualler April 10 Bray, Leicester

BODDY, Mrs ANN, Acton April 15 Senior & Furbank, Richmond

BUCK, JOHN, Whitechapel rd, China Dealer April 30 Baddeleys & Co, Leadenhall st

CALLINGHAM, FANNY, Chiddingfold, Surrey April 26 Smallpeice & Co, Guildford

CLARK, Miss ELSIE, Clarendon bldgs, Oxford st May 1 Barfield & Child, Plowden bldgs, Temple

COTES, CHARLES CECIL, Woodcote, Salop April 17 Dawson & Co, New sq

CUMBERLEGE, the Rev SAMUEL FRANCIS, Rector of St Paul's, Covent Garden April 20 Baileys & Co, Berners st

DAVIES, WILLIAM, Llanwrda, Carmarthen April 20 Phillips, Llandovery

DENTON, CHARLES, Reading, Berks, Plumber April 20 Sarjeant & Gosling, Reading

DYSON, RICHARD, Flixton, Lancs, Railway Superintendent April 29 Chapman & Co, Manchester

ENGLEFIELD, EMMA MELVILLE, Southborough, Kent, Milliner May 9 Birchalls, Gracechurch st

GASKELL, HENRY, Pemberton, Lancs, Joiner April 22 France, jun, Wigan

GILL, SARAH ANN, Sowerby Bridge, York April 18 Bell, Sowerby Bridge

GRANDIDGE, RICHARD, Hoole, nr Chester, Timber Merchant May 31 Caldecutt, Chester

HARWOOD, ISABELLA, Hastings April 20 Chalinder, Hastings

HIRST, JOHN, Almondbury, York April 21 Hall & Co, Huddersfield

HOOKER, LUCY ELIZABETH, Maidenhead, Berks April 24 Farrer & Co, Lincoln's inn fields

JOHNSON, BENJAMIN, Flockton Grange, nr Wakefield April 14 Townend & Woodhead, Wakefield

JONES, MARGARET, Manchester April 15 Dixon & Linnell, Manchester

JORDISON, JAMES RICHARD NEWTON, Stockton on Tees, Soda Water Manufacturer April 17 Watson & Co, Stockton on Tees

KINDER, FRANCES, St Leonards on Sea May 1 Barnett & Austen, Watling st

MCLANACHAN, HUGH, Chesterfield, Draper April 15 Jones & Middleton, Chesterfield

MASSEY, ELIZABETH ANN, Scarborough May 1 Tate & Co, Scarborough

MILNE, MAJOR, Bridlington, York April 15 Bainton, Beverley

MURPHY, SARAH, Southampton April 11 Collins, Reading

PARISH, WILLIAM SAMUEL, Reading, Berks April 11 Collins, Reading

PEGLAR, GEORGE, Matlock Bridge, Derby, Hotel Keeper April 8 Potter, Matlock Bridge

PHILLIPS, DAVID, Llangadock, Carmarthen April 20 Phillips, Llandovery

PORTER, HENRY, Accrington April 1 Sprake, Accrington

RICKATSON, THOMAS HENRY, Hutton Rudby, York, Farmer April 14 Wilson & Co Stockton on Tees

RIGHTON, EDWARD CORRIE, Gloucester pl, Dorset sq, Actor April 8 Mote & Son, Gray's inn sq

SLACK, ROBERT SHAW, Sheffield, Joiners' Tool Manufacturer April 29 Auty & Son Sheffield

STANIFORTH, LOUISA, Sheffield May 31 Burdekin & Co, Sheffield

STEVENSON, HELEN, Blomfield rd, Maida Vale April 15 Rose & Johnson, Delahay st, Westminster

STOKES, JOHN WALLACE, Shalden, nr Deal March 31 E W & V Knocker, Dover

TILLYER, ELIZABETH HONNOR, Ealing April 5 Tapp, South Molton st

WATKINS, ANNE, Cromer April 25 Jones, Kensington Park rd

WESTCOTT, WILLIAM, Gresham st May 1 Davidson & Morriss, Queen Victoria st

YATES, JOHN JOSEPH, Liverpool, Solicitor April 15 McKenna, Liverpool

London Gazette.—FRIDAY, March 17.

RALPH, SKENE ARCHBOLD, New Broad st April 22 Freshfields & Williams, Old Jewry

BARKER, THOMAS, Upper Weedon, Northampton, Baker April 15 Becke & Green, Northampton

BELL, ISABELLA SWAN, Berwick upon Tweed May 1 Brown & Son, Newcastle upon Tyne

BENDELACK, ANGELINE EMILY, Richmond April 24 Long & Gardiner, Lincoln's inn fields

BINKLEY, WILLIAM, Nottingham April 18 Burton & Briggs, Nottingham

BOOLDS, JANE, Brixton April 22 Allen & Elwards, Gt Winchester st

BRODHURST, WILLIAM HENRY, Cheltenham May 1 Shipton & Co, Chesterfield

BULLOCK, SAMUEL, Shelfield, Stafford April 24 Evans, Walsall

CATLING, ROBERT CHARLES, Manchester, Brewer's Traveller May 8 Lawson & Co, Manchester

CAULFEILD, ST GEORGE, Buckingham Palace Hotel, Buckingham gate April 29 Williamson & Co, Sherborne lane

CLAY, ARABELLA FRANCES, Whitchurch, Salop May 1 Bellyse, Audlem, Cheshire

CLAY, CHARLES, Whitchurch, Salop May 1 Bellyse, Audlem, Cheshire

CRESSWELL, SUSAN, Sneinton, Nottingham May 1 Guy, Nottingham

DI SANT AGATA, LOUISA BRANCACCIO CONOLLY Marchesa, Midford, nr Bath April 20 Stone & Co, Bath

ELRINGTON, MARY ANNE, South Kensington April 29 Pemberton & Co, New ct, Lincoln's inn

FALKNER, PHILIP RICHARD, Nottingham May 15 Marsden & Co, Old Cavendish st

FRENCH, JOHN THOMAS, Alston, Cumberland, Wharfinger April 8 Steel & Co, Sunderland

GALE, SAMUEL, Islington April 18 Robins & Clark, Finsbury circs

GERRARD, WILLIAM HENRY, Oswestry, Salop April 30 Ayrton & Co, Liverpool

GILLETT, ROBERT, Halvergate, Norfolk May 1 Keith & Co, Chantry

GREEN, JOHN, Leamington Spa, Warwick, Commercial Traveller April 20 Overell & Son, Leamington

GRIFFIN, CHARLES, East Boldon, Durham April 17 J & W J Robinson, Sunderland

HALL, SARAH, Walton on the Hill, Lanes May 1 Kennedy & Glover, Ormskirk

HAMILTON, WILLIAM, Sunderland April 17 Wilford & Son, Sunderland

HOOKE, THOMAS THEODORE BREWER, Weymouth April 14 Whatley, Great Malvern

JAMES, CHARLES BENJAMIN, Southgate rd, Balls Pond May 1 Harston, Bishopsgate st Within

JOHNSON, JOHN, CHARLES JOHNSON, and MARY ANN JOHNSON, Bisbrooke, Rutland March 25 Hodgkinson, Uppingham

KEFFORD, THOMAS FREDERICK, Whitechapel April 15 Ashbridge, Whitechapel rd

KERSHAW, ALICE, Chorley, Lancs April 15 Morris, Chorley

KIDD, DOROTHY, Ullswater, Westmorland, Hotel Proprietor April 17 Scott & Allan, Penrith

KILBORN, THOMAS, Wellingborough, Northampton, Farmer April 24 Parker, Wellingborough

KRAUSS, EDWARD, Hatton gdn April 17 Myer, London wall

LEECH, JAMES PLAYLE, Mark ln, Commission Agent May 6 Rollit & Son, Mincing ln

MACKINTOSH, ANGUS, Chesterfield, Doctor May 18 Clark, Chesterfield

MARKE, GEORGE BADELEY LEVELIS, St Columb Major, Cornwall April 10 Cowlard & Co, Launceston

MATTHEWS, EMILY HARRIOT, Lome rd, Finsbury Park April 15 Booty & Bayliffe, Raymond bldgs, Gray's inn

MEDCALF, SARAH, Basingstoke, Southampton April 30 Brain & Brain, Reading

MICHELMORE, JOHN, West Norwood April 28 Marsden & Co, Old Cavendish st

MILNE, ALFRED, Godalming, Surrey May 1 Rooke & Sons, Lincoln's inn fields

NEWTON, Right Hon WILLIAM JOHN Baron, Belgrave sq April 8 Houseman & Co, Princes st, Storey's gate

OATES, JAMES DAVID, Fulham, Beerhouse Keeper April 17 Smith & Eldridge, Gt James st, Bedford row

PENDLEBURY, MARY, Withnell, nr Chorley April 15 Crofton & Co, Manchester

QUICKFALL, GRANTHAM, Great Driffield, York April 22 Brigham, Gt Driffield

ROBERTS, ALFRED CHARLES, Birkenhead, Metal Merchant April 14 Nield, Liverpool

ROBIE, GEORGE, Plymouth May 30 Rooker & Co, Plymouth

ROBIE, JOHN, Plymouth May 30 Rooker & Co, Plymouth

SANDIFORD, THOMAS, Oldham, Farmer April 8 Taylor, Oldham

SHEPLEY, JAMES, Chester, Beerseller June 19 Brownson, Hyde

SMITH, JOSEPH, New Mills, Derby, Coal Merchant April 15 Holker & Co, Manchester

STEINGRABER, WILHELM LOUIS CONRAD, Munton rd, New Kent rd, Private Hotel Proprietor April 15 Beard & Sons, Basinghall st

STUART, HENRIETTA, Willand, Devon March 25 Burrow & Co, Cullompton

SURREY, JAMES, Barking Side, Essex, Mole Catcher May 1 Turner, Dunedin House, Basinghall av

TWENTYMAN, JOSEPH, Newcastle upon Tyne, Auctioneer May 1 Ward, Newcastle upon Tyne

VERNON, Right Hon. GEORGE WILLIAM HENRY VERNON Baron, Kinderton, Chester July 1 Arnold & White, 14, Gt Marlborough st

WADDY, SARAH JANE, Edgbaston April 29 Smith & Moss, Manchester

WADDY, SUSANNAH SOPHIA, Edgbaston April 29 Smith & Moss, Manchester

WHITTERTON, SOPHIA ANN, Sheffield April 8 Piercy, Huddersfield

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, March 28.

ADJUDICATION ANNULLED.

MENZIES, GEORGE, Quarrington Grange, nr Coxhoe, Durham, Farmer Durham Adjud July 29, 1897 Annul March 14, 1899

DINGLE, JOHN HICKS, Lostwithiel, Cornwall, Coal Merchant Truro Adjud Sept 5, 1898 Annul March 18

London Gazette.—FRIDAY, March 31.

RECEIVING ORDERS.

ACFORD, WILLIAM, Cadoxton, Glam Cardiff Pet March 28 Ord March 28

ARPTHORP, EDWARD JOHN, Love ln, Licensed Victualler High Court Pet Feb 9 Ord March 28

AUSTEN, H E, Camberwell, Builder High Court Pet March 11 Ord March 28

BAKER, H B, Fenchurch st, Tea Broker High Court Pet Feb 20 Ord March 28

BARFF, FLORENCE MARY SEATON, Southport Liverpool Pet March 28 Ord March 28

BARKER, ABRAM, Wingate, Durham, Yeast Dealer Sunderland Pet March 28 Ord March 28

BENTLEY, JAMES, Rochdale, Cotton Cloth Warehouseman Rochdale Pet March 28 Ord March 28

BLENKHARN, JOHN, Nether Staveley, nr Kendal, Farmer Kendal Pet March 27 Ord March 27

BRIGHT, THOMAS WORTHING, Rushbury, Salop Shrewsbury Pet March 24 Ord March 28

BROWN, GEORGE ; HOLLAND, Camberwell New rd, Engineer High Court Pet March 29 Ord March 29

BUCKLEY, GEORGE, Warrington, Carter Warrington Pet March 27 Ord March 27

BULLOCK, HENRY, Cardiff, Grocer Cardiff Pet March 28 Ord March 28

BYRON, The Rt Hon LORD, Langford Park, nr Maldon, Essex Chelmsford Pet March 8 Ord March 25

COOK, DAVID, Queen Victoria st, Engineer High Court Pet Feb 10 Ord March 28

CRAIG, JAMES, Chapeltown, Yorks, Draper Barnsley Pet March 28 Ord March 28

DAKIN, ARTHUR, Belgrave, Leicester, Baker Leicester Pet March 18 Ord March 29

DAVIDSON, JAMES, Wellingborough, Tailor Northampton Pet March 29 Ord March 29

DAVIES, HARRY CHRISTMAS, Merthyr Tydfil, Butcher Merthyr Tydfil Pet March 29 Ord March 29

DUNDAS, WILLIAM, Hay Mills, nr Birmingham, Butcher Walsall Pet March 17 Ord March 24

EVANS, JAMES, Hereford, Tailor Hereford Pet March 28 Ord March 28

FIRBWICK, JOHN, West Holbeck, Leeds, General Dealer Leeds Pet March 27 Ord March 27

GARNETT, GEORGE EDWARD, and ELLEN GARNETT, Marple, Cheshire, Licensed Victuallers Stockport Pet March 18 Ord March 28

GIBSON, STANLEY HERBERT, Ludgate hill, Public house Manager High Court Pet March 28 Ord March 28

GOUGH, FREDERICK WILLIAM, Birmingham, Manufacturer Birmingham Pet Feb 16 Ord March 29

GRIMSON, EARLY, Birmingham, Cabinet Maker Birmingham Pet March 7 Ord March 29

GOWING, GEORGE JAMES, Gt Yarmouth, Cab Driver Gt Yarmouth Pet March 28 Ord March 28

GREENHOWGATE, JOSEPH, Grange over Sands, Blacksmith Ulverston Pet March 28 Ord March 28

HAY, WILLIAM, Manchester, Tailor Manchester Pet March 15 Ord March 28

HYDE, JOHN HENRY, Huddersfield, Fish Dealer Huddersfield Pet March 27 Ord March 27

JACOBS, ISAIAH WOLF, and JOHN ALEXANDER LAW, Cambridge, Accountants Cambridge Pet March 7 Ord March 27

JOHN, FREDERICK WILLIAM, Bristol, Grocer Bristol Pet March 27 Ord March 27

JONES, ELLEN, Aberayron, Cardiganshire, Aberystwith Pet March 14 Ord March 27

KENNET, ROBERT, Old st, St Luke's, Victualler High Court Pet Feb 15 Ord March 29

KIRKMAN, THOMAS ALBERT, Moss Side, Lancs, Commercial Clerk Salford Pet March 28 Ord March 28

KNIGHT, JAMES ALFRED, Sandon, Herts, Dealer Cambridge Pet March 27 Ord March 27

LABLE, WILLIAM, Stepney, Licensed Victualler High Court Pet March 8 Ord March 28

LEAT, HERBERT, Totterdown, Bristol, Plumber Bristol Pet March 29 Ord March 29

LOWE, CHARLES LAURI, Camden rd, Pantomimist High Court Pet March 28 Ord March 28

MCKENZIE, HUGH MURDOCH, Southampton, Boarding house Keeper Southampton Pet March 23 Ord March 28

NOEL, THEOPHILUS, Fulham, Laundryman High Court Pet March 28 Ord March 28

ONIONS, HENRY, West Bromwich, Pork Butcher West Bromwich Pet March 27 Ord March 27

PAINE, DANIEL WILLIAM, Brighton, Electrician Brighton Pet March 29 Ord March 29

PALK-GRIFFIN, SAMUEL NATHANIEL RICHARD, Padstow, Cornwall, Surgeon Truro Pet March 27 Ord March 27

PARKINSON, WILLIAM, Rawdon, nr Leeds Leeds Pet March 27 Ord March 27

PIDGEON, SAMUEL, Exeter, Coal Dealer Exeter Pet March 28 Ord March 28

PLUMMER, WILLIAM, Paternoster row, Publisher High Court Pet March 25 Ord March 25

POWELL, JOAN, Barnes, Art Decorator High Court Pet Feb 21 Ord March 29

REY, JOHN ALBERT, Gt Yarmouth, Baker Gt Yarmouth Pet March 28 Ord March 28

ROADHOUSE, CHARLES HENRY, Sheffield, Tailor Sheffield Pet March 28 Ord March 28

ROBY, GEORGE, Newtown, Pemberton, Lancs, Varnish Manufacturer Wigan Pet March 27 Ord March 27

ROUSE, WILLIAM THOMAS, Widemarsh, Hereford, Grocer Hereford Pet March 28 Ord March 28

STOTT, JAMES EDWIN, Huddersfield, Electrician Huddersfield Pet March 9 Ord March 24

SWIFT, EDMUND JAMES, Birmingham, Grocer Birmingham Pet March 27 Ord March 27

TURNER, JOHN, Normanton, Yorks, Engine Fitter Wakefield Pet March 28 Ord March 28

UDALL, FRANCIS JOSEPH, Hednesford, Staffs, Clothier Walsall Pet March 27 Ord March 27

WEATZ, DAVID JAMES, Birmingham, Gas Fitter Birmingham Pet March 27 Ord March 27

WHARTON, JOHN, Darlington, Grocer Stockton on Tees Pet March 27 Ord March 27

WHEELER, ALBERT ISAAC, Swindon, Wilts, Newsagent Swindon Pet March 21 Ord March 21

WILLIAMS, ALBERT, Leominster, Horse Slaughterer Leominster Pet March 27 Ord March 27

Amended notice substituted for that published in the London Gazette of March 7:

JACOBOVITCH, MORRIS, Plumstead Greenwich Pet March 3 Ord March 3

Amended notice substituted for that published in the London Gazette of March 24:

CROSSLEY, JOHN SENIOR, New Tredegar, Fishmonger Tredegar Pet March 22 Ord March 22

FIRST MEETINGS.

ANTLEY, ARTHUR CARTWRIGHT, Dudley, Worcester, Grocer April 7 at 10 Off Rec, Wolverhampton st, Dudley

BEVAN, CHARLES WESLEY, and JOHN WILLIAM BEVAN, Swansea, Ironmongers April 7 at 12 174, Corporation st, Birmingham

BRADLEY, GEORGE WILLIAM, Mansfield, Notts, Builder April 11 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

BRIGHT, THOMAS WORTHING, Rushbury, Salop April 11 at 2.30 Off Rec, 42, St John's hill, Shrewsbury

BROWN, WILLIAM, Fownhope, Herefords, Saddler April 10 at 10 2, Offa st, Hereford

BUCKLEY, GEORGE, Warrington, Carter April 7 at 10.50 Court house, Palmyra sq, Warrington

BURDETT, JOHN, Maidenhead, Nurseryman April 11 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

BURR, LYDIA, Highgate April 13 at 12 Bankruptcy bldgs, Carey st

CARTER, BUTLER, Brighton April 13 at 2.30 Bankruptcy bldgs, Carey st

COOK, WILLIAM, Northfleet, Kent, Omnibus Proprietor April 24 at 11.30 115, High st Rochester

CRAWFORD, WILLIAM RAMSEY, Cradley Heath, Staffs, Actor April 7 at 10.30 Off Rec, Wolverhampton st, Dudley

CROSSLEY, JOHN SENIOR, New Tredegar, Mon, Fishmonger April 12 at 12 135, High st, Merthyr Tydfil

DABELL, ERNEST, Newport, China Dealer April 8 at 3 Off Rec, 19, Quay st, Newport, I of W

EDWARDS, ELIZABETH, Hereford April 10 at 10 2, Offa rd, Hereford

FLINTOFT, CHARLES HENRY, Peterborough, Tinman April 14 at 12 Law Courts, New rd, Peterborough

FLINTOFF, JAMES WILLIAM, Blackburn, Drug Store Proprietor April 19 at 12.30 County Court house, Blackburn

FORSE, ARTHUR FREDERICK, Leyton, Essex, Builder April 12 at 3 Off Rec, 95, Temple chmbrs, Temple av

FOSTER, ETHELBERT, Widnes, Lancs, Chemical Manufacturer April 11 at 12 Off Rec, 35, Victoria st, Liverpool

HAILS, MATTHEW, Langley Moor, Durham, Stoneman April 7 at 3 Off Rec, 25, John st, Sunderland

HARRISON, GEORGE THOMAS, Bridlington Quay, Yorks, Draper April 10 at 11.30 Off Rec, 74, Newborough, Scarborough

HUGHES, JOSEPH, Notting hill, Butcher April 11 at 1 Bankruptcy bldgs, Carey st

JENKINS, ALFRED, Swansea, Tailor April 11 at 12 Off Rec, 31, Alexandra rd, Swansea

KIRK, HABERSON JOSEPH, sen, and HABERSON JOSEPH KIRK, jun, Fulham road, Engineers April 11 at 2.30 Bankruptcy bldgs, Carey st

KNIGHT, JAMES, Highampton, Devon, Farmer April 10 at 12 6, Athenæum ter, Plymouth

KNIGHT, JAMES ALFRED, Sandon, Herts, Dealer April 19 at 10.30 Off Rec, 5, Petty Cury, Cambridge

LE RICHE, CHARLES PAUL HUGH, and ARTHUR WILLIAMS, Hereford, Hosiers April 10 at 10 2, Offa st, Hereford

LIFE, EDWARD ELY, Nunhead, Advertising Canvasser April 12 at 11 Bankruptcy bldgs, Carey st

LOFTUS, ROBERT, Poplar, Provision Merchant April 13 at 2.30 Bankruptcy bldgs, Carey st

MARSHALL, CLAUDE WILLIAM LAWRENCE, Bramfield, Suffolk April 12 at 12 Bankruptcy bldgs, Carey st

MORGANS, EDMUND, Swansea, Tailor April 11 at 12.30 Off Rec, 31, Alexandra rd, Swansea

OBRECHT, ESSER, Charterhouse st, Watch Manufacturer April 11 at 12 Bankruptcy bldgs, Carey st

PRICE, JOHN, Dowlais, Glam, Engine Driver April 10 at 12 135, High st, Merthyr Tydfil

RIST, FREDERICK ROBERT, Thetford, Norfolk, Flour Merchant April 8 at 12.30 Off Rec, 8, King st, Norwich

ROBY, GEORGE, Newtown, Pemberton, Lancs, Varnish Manufacturer April 13 at 10.30 Court house, King st, Wigan

ROWLAND, JOHN, Stratford April 12 at 2.30 Bankruptcy bldgs, Carey st

ROWLANDS, ROBERT, Llandwrog, Carnarvon, Labourer April 12 at 1.30 Ship Hotel, Bangor

ROWLSTONE, WILLIAM, Mincing lane April 13 at 2.30 Bankruptcy bldgs, Carey st

SANDERSON, JAMES LYON PLAYFAIR, Marble Arch mans, Oxford st, Brick Manufacturer Ap il 7 at 12 Bankruptcy bldgs, Carey st

SHALES, CHARLES HENRY, Consett, Durham, Gener

Dealer April 11 at 10.30 Off Rec, Mosley chmbrs, Newcastle on Tyne

SMITH, JOSEPH, Belbroughton, Worcester, Farmer April 7 at 1.45 James Hinds, Hagley rd, Stourbridge, Solicitor

TAYLOR, ALFRED, Chapeltown, Leeds, Nurseryman April 7 at 11 Off Rec, 22, Park row, Leeds

TURNER, JOSEPH, Whitechapel, Licensed Victualler April 13 at 12 Bankruptcy bldgs, Carey st

WARREN, HENRY, Bramshott, Hants Paper Manufacturer April 11 at 3 Off Rec, Cambridge junc, High st, Portsmouth

WILLIS, GEORGE WILLIAM, and THOMAS FREDERICK SIMPSON, Northampton, Shoe Manufacturers April 10 at 12 30 Off Rec, County Court bldgs, Sheep st, Northampton

WRIGHT, FREDERIC CHARLES, Tasburgh, Norfolk, Bricklayer April 8 at 12 Off Rec, 8, King st, Norwich

WRIGHT, SAMUEL, ARTHUR WRIGHT, and THOMAS GEORGE BUTCHER, Burmantofts, Leeds, Tallow Refiners April 7 at 12 Off Rec, 22, Park row, Leeds

YARWOOD, JOSEPH, Halebank, Lancs, Licensed Victualler April 11 at 2.30 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ACFORD, WILLIAM, Cadoxton, Glam Cardiff Pet March 28 Ord March 28

FAKER, HERBERT BLOOMFIELD, Fenchurch st, Tea Broker High Court Pet Feb 20 Ord March 29

BARKER, ABRAM, Wingate, Durham, Yeast Dealer Sunderland Pet March 28 Ord March 28

BARRETT, OSCAR HARMON, Clapham, Theatrical Manager High Court Pet March 16 Ord March 29

BENTLEY, JAMES, Rochdale, Cotton Cloth Warehouseman Rochdale Pet March 28 Ord March 28

BLENKHARN, JOHN, Nether Staveley, nr Kendal, Farmer Kendal Pet March 27 Ord March 27

BRACEGIRDLE, SAMUEL, Congleton, Chester, Farmer Macclesfield Pet Feb 25 Ord March 28

BRIGHT, THOMAS WORTHING, Rushbury, Salop Shrewsbury Pet March 28 Ord March 28

BROWN, GEORGE HOLLAND, Camberwell New rd, Engineer High Court Pet March 29 Ord March 29

BUCKLEY, GEORGE, Warrington, Carter Warrington Pet March 27 Ord March 27

CARTER, BUTLER JULIUS SEPTIMUS OCTAVIUS, Brighton High Court Pet Feb 24 Ord March 29

CLARKE, THOMAS, Chancery ln, Surveyor High Court Pet Oct 11 Ord March 29

COH, GEORGE THOMAS, Vincent sq mansions, Westminster, Horse Dealer High Court Pet Feb 13 Ord March 28

CRAIG, JAMES, Chapeltown, Yorks, Draper Barnsley Pet March 28 Ord March 28

CURTIS, CHARLES HENRY, Rayleigh, Essex, Horse Dealer Chelmsford Pet Nov 21 Ord March 25

D'ALCORN, HENRI, Wych st, Strand, Music Publisher High Court Pet March 24 Ord March 24

DAVIDSON, JAMES, Wellingborough, Tailor Northampton Pet March 29 Ord March 29

DAVIES, HARRY CHRISTMAS, Merthyr Tydfil, Butcher Merthyr Tydfil Pet March 29 Ord March 29

EVANS, JAMES, Hereford, Tailor Hereford Pet March 28 Ord March 28

FISHWICK, JOHN, West Holbeck, General Dealer Leeds Pet March 27 Ord March 27

GARNETT, GEORGE EDWARD, and ELLEN GARNETT, Marple, Cheshire, Licensed Victuallers Stockport Pet March 28 Ord March 28

GIBSON, STANLEY HERBERT, Ludgate hill, Public house Manager High Court Pet March 28 Ord March 28

GOWING, GEORGE JAMES, Gt Yarmouth, Cabdriver Gt Yarmouth Pet March 28 Ord March 28

GRISENTHWAITE, JOSEPH, Grange over Sands, Blacksmith Ulverston Pet March 28 Ord March 28

HARCOURT, HAROLD, Islington, Draper High Court Pet Jan 30 Ord March 24

HYNES, JOHN HENRY, Huddersfield, Fish Dealer Huddersfield Pet March 27 Ord March 27

JACOB, THOMAS JOHN, Leadenhall bldgs, Marine Insurance Broker High Court Pet Feb 17 Ord March 24

JOBSON, MOSES, Willenhall, Stafford Organ Builder Wolverhampton Pet March 25 Ord March 27

KIRKMAN, THOMAS ALBERT, Moss Side, Lancs, Clerk Salford Pet March 28 Ord March 29

KNIGHT, JAMES ALFRED SANDON, Herts, Dealer Cambridge Pet March 27 Ord March 27

LEAT, HERBERT, Totterdown, Bristol, Plumber Bristol Pet March 29 Ord March 29

LOWE, CHARLES LAURI, Camden rd, Pantomimist High Court Pet March 28 Ord March 28

MCKENZIE, HUGH MURDOCH, Southampton, Boarding house Keeper Southampton Pet March 28 Ord March 28

MCLAUGHLIN, JOHN, and THOMAS FREDERICK MCDONALD, Birmingham, Hardware Merchants Birmingham Pet Feb 26 Ord March 28

NOEL, THEOPHILUS, Fulham, Laundryman High Court Pet March 28 Ord March 29

ONIONS, HENRY, West Bromwich, Pork Butcher West Bromwich Pet March 27 Ord March 27

PALK-GRIFFIN, SAMUEL NATHANIEL RICHARD, Padstow, Cornwall, Surgeon Truro Pet March 27 Ord March 27

PARKER, WILLIAM HENRY, Gloucester pl High Court Pet Feb 14 Ord March 25

PIDGEON, SAMUEL, Exeter, Coal Dealer Exeter Pet March 28 Ord March 28

REY, JOHN ALBERT, Gt Yarmouth, Baker Gt Yarmouth Pet March 28 Ord March 28

ROADHOUSE, CHARLES HENRY, Sheffield, Tailor Sheffield Pet March 28 Ord March 28

RODY, GEORGE, Newtown, Pemberton, Lancs, Varnish Manufacturer Wigan Pet March 27 Ord March 27

ROUSE, WILLIAM THOMAS, Widemarsh, Hereford, Grocer Hereford Pet March 28 Ord March 28

SANDERSON, JAMES LYON PLAYFAIR, Oxford st, Brickmaker High Court Pet March 24 Ord March 27

SMITH, ERNEST EDWARD, Gillingham, Kent, Builder Rochester Pet March 16 Ord March 27

TEALE, WILLIAM BENJAMIN, Birmingham, Commercial Traveller Birmingham Pet March 16 Ord March 29

TOMLINSON, CHARLES LUDLAM, Hampstead Merchants' Buyer High Court Pet March 24 Ord March 24

TURNER, JOHN, Normanton, Yorks, Engine Fitter Wakefield Pet March 28 Ord March 28

TURNER, JOSEPH, Whitechapel, Licensed Victualler High Court Pet Feb 18 Ord March 24

WHARTON, JOHN, Darlington, Grocer Stockton on Tees Pet March 27 Ord March 27

WHEELER, ALBERT ISAAC, Swindon, Wilts, Newsagent Swindon Pet March 21 Ord March 21

WILLIAM, ALBERT, Leominster, Hereford, Horse Slaughterer Leominster Pet March 27 Ord March 27

YELDHAM, MAJOR WALTER, Jermyn st High Court Pet Sept 2 Ord March 23

Amended notice substituted for that published in the London Gazette of March 7:

JACOBOVITCH, MORRIS, Plumstead Greenwich Pet March 3 Ord March 3

Amended notice substituted for that published in the London Gazette of March 24:

CROSSLEY, JOHN, sen, Abertillery, Fishmonger Tredegar Pet March 22 Ord March 22

London Gazette.—TUESDAY, April 4.

RECEIVING ORDERS.

HENNER, JOHN, Ludlow, Salop, Butcher Leominster Pet March 30 Ord March 30

HOLMES, ALFRED, Girlington, Bradford, Wool Dealer Bradford Pet March 27 Ord March 30

JAMES, HENRY, Cheltenham, Baker Cheltenham Pet March 29 Ord March 29

JOHNSON, HENRY HARTLEY, Skeldergate, York, Licensed Victualler York Pet March 29 Ord March 29

PEREGRINE, BENJAMIN, Llandilo, Grocer Carmarthen Pet March 29 Ord March 29

SCHLAR, LAZARUS, Mexborough, York, Paper Dealer Sheffield Pet March 30 Ord March 30

SICKLEN, ALFRED THOMAS, Birmingham, Commercial Traveller Birmingham Pet March 30 Ord March 30

SIMPSON, ANDREW, Egham, Surrey, Builder Kingston, Surrey Pet March 30 Ord March 30

TODD, FREDERICK, Barrow in Furness, Clogger Ulverston Pet March 30 Ord March 30

WEBB, SARAH, Cheltenham Cheltenham Pet March 27 Ord March 27

WEBBER, GEORGE, Clayton, Suffolk, Miller Ipswich Pet March 30 Ord March 30

Amended notice substituted for that published in the London Gazette of March 31:

HAY, WILLIAM, Blackpool, Tailor Manchester Pet March 15 Ord March 28

FIRST MEETINGS.

BRADBURY, JOHN, Aston juxta Birmingham, Engineer April 17 at 12 174, Corporation street, Birmingham

CHATTERTON, JOHN, Birmingham, Cab Proprietor April 17 at 11 174, Corporation st, Birmingham

DUCKHAM, ALFRED EDWIN, Newport Mon, Butcher April 12 at 11 Off Rec, Westgate chambers, Newport, Mon

FOSTER, JAMES WILLIAM, West Bromwich, Commission Agent April 19 at 2 County Court, West Bromwich

FOY, FREDERICK ARTHUR, High st, Hampton Hill, Draper April 14 at 11 30 24, Railway app, London bridge

GRIFFITHS, THOMAS JOHN MANSEL, Tonypandy, Glam, Grocer April 13 at 12 135, High st, Merthyr Tydfil
HARPER, EDWIN WILLIAMS, Prestatyn, Flint, Station Master April 12 at 12.15 Ship Hotel, Bangor
HARRIS, THOMAS DAVID, Blackwood, Mon, Oil Dealer April 12 at 12.30 Off Rec, Westgate chambers, Newport, Mon
HASTIE, GUY LAVIE HOWARTH, Thames Ditton, Surrey April 12 at 11.30 24, Railway app, London bridge
JOHNSON, HENRY HARTLEY, Skeldergate, York, Licensed Victualler April 14 at 12.15 Off Rec, 28, Stonegate, York
JONES, EVAN WILLIAM, Penybryn, Bethesda, Tailor April 11 at 3 Crypt chambers, Eastgate row, Chester
JOSLIN, SAMUEL JAMES, Plymouth, Carter April 12 at 12 6, Athenæum ter, Plymouth
KIRKMAN, THOMAS ALBERT, Moss Side, Lancs, Commercial Clerk April 11 at 12 Off Rec, Byrom st, Manchester
LACEY, HARRY WILFRED LONG, Plymouth, Plasterer April 12 at 12.30 6, Athenæum ter, Plymouth
LUBY, PATRICK LAWRENCE, Fazeley, nr Tamworth April 13 at 11 174, Corporation st, Birmingham
MCKENZIE, HUGH MURDOCH, Southampton, Boarding house Keeper April 13 at 3.15 Off Rec, 172, High st, Southampton
MASSEY, ABRAHAM, Lutterworth, Leicester, Farmer April 12 at 12.30 Off Rec, 1, Berridge st, Leicester
OAKLEY, RICHARD, West Bromwich, Grocer April 19 at 2.5 County Court, West Bromwich
PAINE, DANIEL WILLIAM, Brighton, Electrician April 11 at 12 Off Rec, 4, Pavilion bldgs, Brighton
ROSSER, HERBERT, West Dean, Gloucester, Collier April 12 at 12 Off Rec, Westgate chmbrs, Newport, Mon
TEALE, WILLIAM BENJAMIN, Birmingham, Commercial Traveller April 12 at 11 174, Corporation st, Birmingham
WEBB, SARAH, Cheltenham April 13 at 11.30 County Court bldgs, Cheltenham

ADJUDICATIONS.

AWORTH, CHARLES, Croydon Croydon Ord March 30
BLACKBURN, JOHN, and GEORGE BLACKBURN, Chorley, Lancs Clothiers Bolton Pet Feb 24 Ord March 30
BULLOCK, HENRY, Cardiff, Grocer Cardiff Pet March 28 Ord March 29
DRIBERG, FREDERICK HUGH WILLIAM STIRLING, Bristol. Box Manufacturer Bristol Pet March 21 Ord March 30
GANGE, EDMUND FORTESCUE, Bristol, Company Promoter Bristol Pet March 3 Ord March 30
HAGGETT, FRANK, Bristol, Grocer Bristol Pet March 11 Ord March 30
HENNER, JOHN, Ludlow, Butcher Leominster Pet March 30 Ord March 30
JAMES, HENRY, Cheltenham, Baker Cheltenham Pet March 29 Ord March 29
JOHNSON, HENRY HARTLEY, Skeldergate, York, Licensed Victualler York Pet March 29 Ord March 29
JONES, ELLEN, Aberayron, Cardigan Aberystwith Pet March 14 Ord March 30
LUBY, PATRICK LAWRENCE, Fazeley, nr Tamworth Birmingham Pet Feb 28 Ord March 29
PAINE, DANIEL WILLIAM, Brighton, Electrician Brighton Pet March 29 Ord March 30
PEACOCK, RICHARD, Middlesborough, Debt Collector Stockton on Tees Pet Feb 28 Ord March 28
PEREGRINE, BENJAMIN, Llandilo, Grocer Carmarthen Pet March 29 Ord March 29
SCHLAR, LAZARUS, Swinton, Paper Dealer Sheffield Pet March 30 Ord March 30
STEEDS, JAMES WILLIAM, Batcombe, Somerset, Licensed Victualler Frome Pet March 15 Ord March 30
TODD, FREDERICK, Barrow in Furness, Clegger Ulverston Pet March 30 Ord March 30
WEBB, SARAH, Cheltenham Cheltenham Pet March 27 Ord March 27
WEBBER, GEORGE, Claydon, Suffolk, Miller Ipswich Pet March 30 Ord March 30
WRIGHT, JOHN, Alfreton, Derbys, Clothier Derby Pet March 9 Ord March 30

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage,* 52*s.* WEEKLY REPORTER, *in wrapper,* 26*s.*; *by Post,* 28*s.* SOLICITORS' JOURNAL, 26*s.*; *by Post,* 28*s. Volumes bound at the office—cloth,* 2*s.* 9*d.*, *half law calf,* 5*s.* 6*d.*

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

INCORPORATED LAW SOCIETY.

CLASSES AND TUITION FOR ARTICLED CLERKS.

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J. CARTER HARRISON, 30, Bedford-row, W.C.—Equity, Conveyancing, Common Law, and Bankruptcy.
LEONARD H. WEST, LL.D., 19, Southampton-buildings, Chancery-lane, W.C.—Criminal and Magisterial Law; Probate, Divorce, and Admiralty; and Ecclesiastical Law. Stephen's Commentaries.

CLASSES for Final Students are held at the Hall of the Society on four afternoons each week during the following periods: August to January; January to June.

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To those Clerks who are articled at a distance from large towns systematic instruction with advice and help is given, and a course of preparation through the post has been devised, and is found to be useful where personal tuition is impracticable.

Class instruction is also provided on the selected portions of Stephen's Commentaries and the subjects above named, and it is recommended that the classes should be joined after the expiration of a course of Postal instruction. Students can join the classes at any time, the fees being proportionate to the length of attendance, except that no fee shall be less than that for a three months' course.

Rooms are provided where subscribers may study, and books are supplied without extra charge.

Periodical test examinations are held by the Tutors.

The Classes for Intermediate Students are held in the Hall of the Society on three afternoons in each week during the following periods: August to November; October to January; January to April; March to June.

Subscribers may subscribe for successive classes.

Books can be obtained from Messrs. Stevens & Sons, or other law lending library, for an annual subscription of a guinea and a-half to cover the course of work for the Final Examination, and Stephen's Commentaries can be supplied to either Class of Postal Subscribers, at an annual subscription of one guinea, on application to the Tutor, Dr. West.

In the case of students who have not passed the Intermediate Examination the Postal instruction is by means of monthly papers, and deals with the selected portions of Stephen's Commentaries.

For those who have passed the Intermediate Examination instruction is afforded by fortnightly papers, and embraces the following subjects: Equity, Conveyancing, Common Law, Bankruptcy, Criminal and Magisterial Law, Probate, Divorce, Admiralty, and Ecclesiastical Law.

These papers both before and after the Intermediate Examinations are varied each year, so that students who may subscribe for more than one year's tuition receive additional assistance.

These courses may be commenced at any time, but the Tutors recommend that the Intermediate course should be commenced at an early stage of the Articles, and the Final course soon after the Intermediate Examination has been passed.

The results obtained have been satisfactory. Many pupils have obtained honours, and the percentage of passes is a high one, exceeding 85 per cent. of between three and four hundred pupils who last presented themselves for examination. It has happened on several occasions that all Class pupils have been successful, and the same has occurred in the case of subscribers to the Correspondence Courses.

TERMS.

FINAL.

Class Instruction, 5 months	£9	9 0
,, ,, after previous Postal Instruction	7	7 0
,, ,, 4 months	8	8 0
,, ,, after previous Postal Instruction	6	6 0
,, ,, 3 months	7	7 0
,, ,, after previous Postal Instruction	5	5 0
Postal Instruction, 2 years	8	8 0
,, ,, 1 year	6	6 0

INTERMEDIATE.

Class Instruction, 6 months	£7	7 0
,, after previous Postal Instruction	5	5 0
,, 3 months	4	4 0
,, ,, after previous Postal Instruction	3	3 0
Postal Instruction, 2 years	6	6 0
,, 12 months	4	4 0

Articled Clerks may attend the Lectures and Classes given or held in connection with the Inns of Court, under the direction of the Council of Legal Education, upon payment of half the fees payable by other persons not being members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder. Articled Clerks will also be admitted to the *viva voce* Examinations at the end of each Term.

Articled Clerks may obtain particulars of such Lectures and Classes, and vouchers for Tickets, upon application to the SECRETARY of the Incorporated Law Society.

Cheques and Post Office Orders should be made payable to the SECRETARY, and crossed "Messrs. BARCLAY & Co., LIMITED."

Law Society's Hall, Chancery-lane. June, 1898